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**Contract Database Metadata Elements**

Title: **East Syracuse-Minoa Central School District and East Syracuse-Minoa United Teachers, Local 2623 (2009)**

Employer Name: **East Syracuse-Minoa Central School District**

Union: **East Syracuse-Minoa United Teachers**

Local: **Local 2623**

Effective Date: **07/01/09**

Expiration Date: **06/30/12**

PERB ID Number: **4948**

Unit Size: **382**

Number of Pages: **70**

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**NEGOTIATED AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION**

**OF THE**

**EAST SYRACUSE-MINOA CENTRAL SCHOOL  
DISTRICT**

**AND**

**EAST SYRACUSE-MINOA UNITED TEACHERS**

**LOCAL #2623**

**JULY 1, 2009 - JUNE 30, 2012**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JAN 14 2010**

**ADMINISTRATION**



## TABLE OF CONTENTS

Article	Title	Page
I	Recognition .....	1
II	Negotiating Procedures for the East Syracuse-Minoa United Teachers and Board of Education .....	2
III	Grievance Procedure .....	5
IV	Assignment, Transfer, and Promotional Positions .....	11
V	Educational Program Communications Committee.....	15
VI	Bill of Rights and Responsibilities .....	16
VII	Teaching Conditions .....	17
VIII	Teacher Load.....	20
IX	Teacher Day.....	21
X	Personal Property Reimbursement .....	22
XI	Student Discipline and Teacher Protection .....	23
XII	Probation, Evaluation and APPR.....	25
XIII	Positions in Secondary Summer School.....	31
XIV	Salary Guides .....	34
XV	Insurance .....	46
XVI	Early Retirement Incentive and Sick and Personal Leave Allowance.....	48
XVII	Leave and Absence Policy .....	51
XVIII	Union Rights.....	62
XIX	Savings Clause.....	66
XX	Conclusion and Signature Page .....	66
Appendix A	.....	67



## **ARTICLE I RECOGNITION**

The Board of Education of the East Syracuse-Minoa Central School District recognizes the East Syracuse-Minoa United Teachers as the exclusive bargaining agent for all faculty members of East Syracuse-Minoa Central School District, excluding any personnel who have the responsibility for rating the performance of teachers, but inclusive of all classroom teachers, art, music, reading, physical education, driver education, health, career and technical education (CTE), and family and consumer science teachers, all department leaders, school counselors, librarians, school social workers, speech therapists, speech language pathologists, school psychologists, math diagnosticians, instructional specialists, school nurses and coaches.

It is to be clearly understood that none of the provisions of this collective bargaining agreement with the East Syracuse-Minoa United Teachers, Local #2623, are to be applied to coaches, driver education teachers or other summer school employees who are not employed with the East Syracuse-Minoa School District during the regular year, except as follows: Article XIV Sections R and S for Coaches, Article XIII Sections C and E for driver education, and Article XIII Sections C and E for other summer school employees who are not employed with the East Syracuse-Minoa School District during the regular year. The recognition affords these people Union protection and representation.

This recognition will remain in effect for the duration of the Agreement. Any challenge to this representation by an outside employee organization will be pursuant with the procedure established by the Public Employees' Fair Employment Act.

## **ARTICLE II - NEGOTIATING PROCEDURES (cont'd)**

### **D. PROCEDURES (cont'd)**

3. A meeting at a mutually convenient time will be held within fifteen days of the date of request. A record will be kept of proceedings and/or agreements reached and may be disseminated only when an exact copy has been initialed by the chief negotiators.
4. Facts, opinions, proposals, and counterproposals must be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement. The Board and/or the Negotiating Committee reserves the right to caucus away from the main meeting place at any time.
5. Professional or lay consultants may be called in to assist in the consideration of matters under discussion and to make suggestions.
6. Decisions reached by the Board of Education on matters discussed by the Board and the Negotiating Committee will be written and transmitted, along with the reasons for the decisions, so far as practicable, to the Negotiating Committee through the Superintendent. It is not the intent of this statement to interfere with the prevailing patterns of operation and communication between the "*Board*" and the "*Negotiating Committee*".

### **E. AMENDMENT**

These procedures may be amended by the mutual consent of the Board of Education and the East Syracuse-Minoa United Teachers.

### **F. BOARD JURISDICTION**

The Union agrees that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the East Syracuse-Minoa Central School District. It is further agreed that the Board must operate in accordance with all statutory provisions of the State and other such rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. Such functions of any Board of Education will not be exercised so as to abrogate or nullify any specific process of this Agreement or the laws of the State of New York.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. PHILOSOPHY AND PURPOSE**

The Union, through proposing a grievance procedure to resolve grievances arising from negotiated agreements, assumes the responsibility for maintaining the highest professional standards:

1. by seeking to resolve grievances at the lowest possible level of the procedure.
2. by working to assure professional responsibility in requesting the settlement of grievances through a system of review of grievances and counseling of the aggrieved.

The Union is committed to the protection of the general welfare of the members and the protection of the Union's rights and privileges awarded them through the Public Employees Fair Employment Act, (local laws, and agreements).

#### **B. DEFINITIONS**

1. BOARD OF EDUCATION will mean the total elected Board of Education of the East Syracuse-Minoa Central School District.
2. UNION will mean the membership of the East Syracuse-Minoa United Teachers, including RN's.
3. GRIEVANCE will mean a dispute between an employee (and/or ESMUT) and the Board concerning the interpretation or application of any of the terms of this Agreement.
4. GRIEVANCE COMMITTEE will mean the committee of the East Syracuse-Minoa United Teachers that has the right and power to act on the behalf of the Union and individual members of the unit in the matter of grievances.
5. PARTY INTEREST will mean any party named in the grievance except the aggrieved party.
6. INFORMAL PROCEDURE will mean any process of resolving a grievance that does not involve the formal procedures of the Union.
7. FORMAL PROCEDURE will mean any part of the formal procedure described in this proposal involving the Union and the Grievance Committee acting on the behalf of the Union or a member of the unit in the matter of grievances.



### **ARTICLE III - GRIEVANCE PROCEDURE (cont'd)**

#### **B. DEFINITIONS (cont'd)**

8. FULL STATEMENT will mean a written grievance that includes the name and position of the aggrieved party, the time, place, and nature of the alleged events or conditions constituting the grievance, the identity of the party responsible, if known, for causing the grievance, and the redress sought.
9. HEARING OFFICER will mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.
10. DAY will mean a day when school is in session.
11. REPRESENTATIVE will mean the building representative of the Grievance Committee.

#### **C. PROCEDURES**

1. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit will be finally determined by any court to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
2. All decisions under the formal procedure will be rendered in writing and will include findings of fact, conclusions and supporting reasons therefore and submitted promptly to the teacher and the Union.
3. If a grievance affects a group of teachers and appears to be system-wide, in more than one school, it may be submitted by the Union directly at STAGE 2.
4. No interference, coercion, restraint, discrimination or reprisals of any kind will be taken by the Board of Education, or any members of the administration against any person for his/her participation in a grievance matter.
5. The normal school day activities will not be interrupted by the preparation and processing of grievances and every effort will be made to avoid the involvement of students.
6. Forms for filing grievances and other necessary documents will be jointly developed by the Superintendent or his/her designated representative and the Union with the approval of the Board of Education. The Superintendent or his/her designated representative will then have them reproduced and distributed.

### **ARTICLE III - GRIEVANCE PROCEDURE (cont'd)**

#### **C. PROCEDURES (cont'd)**

7. The Superintendent or his/her designated representative will be responsible for maintaining a Grievance Record of all formal proceedings that will consist of all written communications, written arguments and briefs considered and all written decisions at all stages, along with the full statements, and will be available for inspection and/or copying by the aggrieved party or aggrieved party representative.
8. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
9. All prior hearing officers will be immediately notified by the aggrieved or his/her representative of an appeal to a higher stage of the formal procedure.
10. All proceedings will be confidential other than informal reports to the Board of Directors of the Union and the Board of Education, until such time as the grievance is concluded.

#### **D. TIME LIMITS**

1. The time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be discontinued and further appeal will be barred.
3. The failure to communicate a decision within the specified time limit will permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. If an employee (and/or ESMUT) does not file a grievance in writing within twenty (20) days after the employee (and/or ESMUT) knows or should have known of the act or condition on which the grievance is based, then the grievance will be waived. A dispute as to whether a grievance has been waived under this paragraph can be construed to be a grievance.
5. In the event a grievance is filed on or after May 1, the time limits set forth herein will be reduced by 20% or as otherwise mutually agreed upon, so that the grievance procedure except at Stage 4 may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### **ARTICLE III - GRIEVANCE PROCEDURE (cont'd)**

#### **E. INFORMAL PROCEDURE**

1. The aggrieved person may informally approach his or her immediate Supervisor and/or Principal, voice an alleged grievance and resolve differences independent of the Union.
2. Any decisions derived from informal procedures will not be inconsistent with the terms of this agreement or other negotiated agreements and will not create a precedent or rule binding upon either of the parties of this agreement in future proceedings.

#### **F. FORMAL PROCEDURE**

1. STAGE I: Immediate Supervisor and/or Principal
  - a) An aggrieved person will appeal to the representative of the Grievance Committee, and together they will draw up a Full Statement in writing which will be presented by both or by the representative acting for the aggrieved to the immediate Supervisor and/or Principal.
  - b) Upon receipt of the Full Statement, the immediate Supervisor and/or Principal, as the case may be, will notify the representative of a hearing day to be held within five (5) days of receipt of the Full Statement.
  - c) Within five (5) days after the hearing the immediate Supervisor and/or Principal will render a decision in writing to the aggrieved person and his/her representative.
2. STAGE 2: Superintendent and/or his/her designated representative\*<sup>1</sup> of the East Syracuse-Minoa Central School District.
  - a) If the aggrieved and the representative are not satisfied with the decision at the conclusion of STAGE I, they will within five (5) days present the grievance to the Grievance Committee for consideration.
  - b) If the Grievance Committee decides that the grievance is valid, it will file a written appeal to the Superintendent and/or his/her designated representative\* within ten (10) days after the aggrieved has received the written decision of the immediate Supervisor and/or Principal.
  - c) Within five (5) days after the receipt of the appeal, the Superintendent and/or his/her designated representative\* will hold a hearing with the aggrieved and the Grievance Committee or its representative and all other Parties of Interest.

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<sup>1</sup> \* The aggrieved will have the right to appeal directly to the Superintendent if the aggrieved so desires.

### **ARTICLE III - GRIEVANCE PROCEDURE (cont'd)**

#### **F. FORMAL PROCEDURE (cont'd)**

##### **2. STAGE 2: (cont'd)**

- d) The Superintendent and/or his/her designated representative\* will render a decision in writing within five (5) days after the conclusion of the hearing to the aggrieved, the Grievance Committee and its representative.

##### **3. STAGE 3: Board of Education**

- a) If the aggrieved and the Union are not satisfied with the decision at STAGE 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) days after receiving the decision at STAGE 2. The Grievance Record will be made available for the use of the Board of Education by the Superintendent and/or his/her designated representative.
- b) Within ten (10) days after the receipt of an appeal, the Board of Education will hold a hearing with the aggrieved and the Grievance Committee or its representative and all other Parties of Interest on the grievance. The hearing will be conducted in executive session of the Board of Education.
- c) Within ten (10) days after the conclusion of the hearing, the Board of Education will render a decision in writing on the grievance to the aggrieved, the Grievance Committee and its representative.

##### **4. STAGE 4: Arbitration**

- a) After such hearing, if the aggrieved and/or the Union are not satisfied with the decision at STAGE 3, and the Union determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at STAGE 3.
- b) Within ten (10) days after such written notice of submission to arbitration, the Board of Education and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment from said arbitrator within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

### **ARTICLE III - GRIEVANCE PROCEDURE (cont'd)**

#### **F. FORMAL PROCEDURE (cont'd)**

##### **4. STAGE 4: Arbitration (cont'd)**

- c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d) The arbitrator will have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e) The decision of the arbitrator will be submitted to the Board of Education and the Union and, subject to law, will be final and binding, provided that the arbitrator will not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.
- f) The costs for the service of the arbitrators including expenses, if any, will be borne equally by the Board of Education and the Union.

**ARTICLE IV**  
**ASSIGNMENT, TRANSFER, AND PROMOTIONAL POSITIONS**

**A. ASSIGNMENT OF TEACHERS**

1. The Superintendent retains the sole prerogative in making the final determination in all matters of assignment and transfer of personnel in the school district.
2. The Superintendent or his/her designated representative will assign all personnel to their specific positions which will be in the type of service for which the teacher has been hired by the Board of Education. The Superintendent or his/her designated representative will give notice of assignments to new teachers as soon after hiring as practicable.

**B. SALARY AND CHANGES IN ASSIGNMENT NOTICES**

1. Salary. The Union and the Board of Education agree that each teacher will be notified in writing of his or her scheduled salary for the coming school year following ratification of the Agreement by both parties.
- 2a. Changes in Assignment. As soon as practicable, and under normal circumstances not later than the end of the school year, each continuing teacher will be notified in writing of any change of his or her assignment for the following year. Notification will include the school to which the continuing teacher will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will teach, and any special or unusual classes they will have. If a change in assignment within a building is made, the teacher(s) involved will be promptly notified by a letter from the principal initiating the change. The letter will state the change and the reasons for said change. A consultation will be held with the teacher, a representative of the Union, if desired by the teacher, the principal and the Superintendent's designee, upon the request of the teacher and at a time convenient to all parties.
- 2b. At the written request of a teacher who has been transferred involuntarily and/or must teach a new District program, the District will provide, where possible, inservice training and/or administrative help as mutually determined by the teacher and the Superintendent's designee. In the event of a dispute between the teacher and the Superintendent's designee, the Superintendent will determine the degree of inservice training and/or administrative help.
3. Area of Assignment. In order to assure that pupils are taught by teachers working within their areas of certification, teachers will not be assigned outside the scope of their certificates except as permitted by Education Law.

## **ARTICLE IV-ASSIGNMENT, TRANSFER, AND PROMOTIONAL POSITIONS (cont'd)**

### **C. NOTICE AND APPLICATION FOR VACANCIES**

1. During the month of May, the Superintendent or his/her designated representative will have posted on all faculty bulletin boards in all school buildings in the district a list of all known vacancies for the following school year. Any member of the union who desires consideration for any such vacancy will make written application to the Superintendent or his/her designated representative within the time specified in the notices.
2. Vacancies or newly created positions which occur during the then current year may be filled by teachers within the district to the extent that such situation will not conflict with the best interests of the school system and the pupils. In such cases, notices will be posted as far in advance as practicable and in such a manner that interested personnel will be informed in sufficient time to prepare applications and file same with the Superintendent or his/her designated representative. In addition, vacancies or openings resulting from summer curriculum grants, programs, proposals, projects, etc. will be posted as soon as possible on the faculty bulletin boards of all schools in the district so that interested staff may apply.
3. In the case of vacancies occurring during the summer vacation, the notice thereof will be posted on the District Office bulletin board, a copy sent to the ESMUT President, and a copy thereof sent to each individual previously registering with the Superintendent or his/her designated representative in the manner hereinafter provided for such openings.
4. Teachers who desire to apply for vacancies, promotional or newly created positions, which may be filled during the summer vacation period for the following school year, will submit their names in writing to the Superintendent or his/her designated representative together with the positions they desire to apply for. Such registration must be filed on a yearly basis before the close of school in June.
5. If for any reason a teaching position is abolished, the teacher affected will be considered for an existent vacancy for which he/she is qualified. In determining the final selection, priority will be given to a teacher's area of competence, major and/or minor field of study, performance and seniority.

### **D. REQUEST FOR TRANSFER**

Teachers who desire a change in grade and/or subject assignment or a transfer to another building in the district for the following school year will file a written statement of such desire with the Superintendent or his/her designated representative not later than March 1st each year.

## **ARTICLE IV-ASSIGNMENT, TRANSFER, AND PROMOTIONAL POSITIONS (cont'd)**

### **E. NOTICE OF HIRING**

A written list of all teachers newly hired for the coming school year will be given by the Superintendent to the President of the United Teachers as soon as the list is completed or at least by August 1. An updated list will be given to the President weekly, until all positions are filled. This list will include the names, addresses, positions, and building assignments of these newly hired teachers.

### **F. QUALIFICATION FOR ASSIGNMENT**

1. Vacancies will be filled from within where practicable. The district and union agree that in no event will there be an adverse impact on any protected class candidate who may apply for a vacancy. All appointments and assignments to any and all vacancies will be based on qualifications and experience and will be made only to certified teachers or teachers pursuing a course of studies approved by the State of New York for certification or equivalent qualification in their field.
2. The Board of Education agrees to continue a policy of making assignments without discriminating against any employee or applicant with regard to age, sex, race, creed, color, religion, national origin, ancestry or marital status unless based upon a bona fide occupational qualification. Every unsuccessful applicant will be advised of the filling of the vacancy as soon as possible after the same is filled.

### **G. DETERMINATION OF REQUESTS FOR TRANSFER**

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

### **H. NEW POSITIONS**

The provisions hereof will apply to new positions created within the school system as well as vacancies occurring in existing positions.

### **I. PROBATIONARY SERVICE OF TRANSFERRED TEACHERS**

The transfer or reassignment of any member of the faculty to a position other than his or her existing tenure or probationary area will be in accordance with law. Currently, it is required that a new probationary period be not less than one year nor more than three years. One to three years of a new probationary period would be applicable to persons already on tenure when transferred or reassigned.



## **ARTICLE IV-ASSIGNMENT, TRANSFER, AND PROMOTIONAL POSITIONS (cont'd)**

### **J. INVOLUNTARY TRANSFER**

1. In determining the teacher transfers, consideration will be given to a teacher's area of competence, major and/or minor field of study, performance, and length of service in the East Syracuse-Minoa School System, together with instructional requirements and staff availability.
2. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent or his/her designated representative. In the event that a teacher objects to the transfer or reassignment at this meeting, the Union will be notified by the teacher. The Superintendent or his/her designated representative will upon request meet with two representatives of the Union to discuss the proposed transfer or reassignment, and a good faith effort will be made to meet the objection of the teacher.
3. Teachers who are involuntarily transferred or reassigned will be transferred or reassigned only to a similar position or to one for which the teacher is certified. No teacher who is transferred or reassigned will, by reason therefore, lose his/her tenure status.

### **K. CERTIFICATION OF TEACHERS**

Every reasonable effort will be made to hire only certified personnel in the East Syracuse-Minoa Central School District.

### **L. SCHEDULE AND REIMBURSEMENT OF TEACHERS REQUIRED TO TRAVEL**

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of travel. Such teachers will be notified of any changes in their schedules as soon as practicable. All teachers who are required to travel by personal vehicle other than from home to school and school to home in connection with their duties will be paid for mileage at the approved business mileage deduction as determined by the IRS allowance.

### **M. PROMOTIONAL POSITIONS**

Openings for positions of a promotional nature and newly created positions will be adequately publicized so as to allow teachers within the unit to make application and receive consideration for such positions. Such application should be forwarded to the Superintendent or his/her designated representative.

**ARTICLE V**  
**EDUCATIONAL PROGRAM COMMUNICATIONS COMMITTEE**

A. The Board of Education and Union recognize that planning and advising in basic educational policies, curriculum revisions, building programs, and similar matters related to the improvement and evaluation of programs are of joint concern to the administration and staff. Accordingly, the parties agree to establish an Educational Program Communications Committee.

- B.
1. The committee will consist of five (5) members appointed by the President of the Union and five (5) members appointed by the Superintendent of Schools. The Superintendent and President of the Union will be ex-officio members of the committee and will mutually charge the committee with their tasks and missions at the outset of the school year. The members will choose a chairperson from among themselves and determine the method and scope of operation. The method and scope of operation will not contravene Board of Education responsibilities.
  2. The committee will meet at least once each month.
  3. Prior to each meeting, an agenda will be established by one staff representative designated by the Superintendent and one teacher representative designated by the President of the Union. In the event of a dispute between the two, all items requested will be placed on the agenda.
  4. The committee may appoint sub-committees and may call upon school system consultants, professional staff and working committees as necessary.
  5. The committee may request a "State of the Subject" report from each subject matter coordinator or department chairperson when necessary.
  6. Prior to classroom implementation of new programs, under normal circumstances, the EPCC will have an opportunity to review said programs.
  7. The committee will issue copies of reports and recommendations to the Superintendent and President of the Union.

The procedures and discussions of the EPCC are privileged and as such are not subject to the grievance process and arbitration. It is understood by both parties that this "privilege" does not diminish or eliminate ESMUT's right to grieve alleged contract violations through the grievance procedure or alleged changes in non-contractual terms and conditions of employment through PERB.

**ARTICLE VI**  
**BILL OF RIGHTS AND RESPONSIBILITIES**

**A. PURPOSE**

1. To improve the educational opportunities available to all children.
2. To improve conditions in his/her community.
3. To give meaning to the processes of government that promotes education.

**B. PROPOSAL**

1. A teacher will have the right:
  - a) to participate in political action of his/her community, locally, state-wide, or nationally;
  - b) to be involved actively in matters of the school district in which he/she is a resident or in which his/her children are registered;
  - c) to exercise in all ways his/her rights and privileges as a citizen.
2. Academic Freedom will be guaranteed to teachers subject to accepted standards of professional, ethical and statutory educational responsibility.
3. A teacher will assume the right and responsibility to exercise his/her professional training:<sup>2</sup>
  - a) to choose and make full use of supplementary materials in his/her classroom in accordance with established Board of Education policy;
  - b) to develop new methods to motivate the students;
  - c) to improve the educational experience of students.
4. A teacher will have the right to be involved in professional organizations.
5. A teacher may, with the prior approval of the appropriate principal and with the approval of the Superintendent, attend workshops, seminars, conferences or other professional improvement sessions. The Board of Education will pay the reasonable expenses, including reasonable fees, meals, lodging, and transportation incurred by these teachers.

In addition, a teacher may, with the approval as stated above, attend such professional improvement sessions at his or her own expense. The Board of Education will pay each teacher his/her regular salary while absent in connection with attendance at such sessions and will also pay all substitutes' salaries thus necessitated.

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<sup>2</sup> The foregoing will be subject to the approval of each building principal and the Superintendent of Schools.

## **ARTICLE VII TEACHING CONDITIONS**

The Board of Education and the Union agree that the teacher's primary responsibility is to perform in such a way as to encourage his/her students' cognitive and affective development. Therefore, they agree:

1. To cooperatively work toward the most effective use of the classroom teacher's time.
2. To use qualified non-instructional personnel whenever possible to accomplish duties which are only indirectly related to the teacher's primary responsibilities.
  - a) A teacher aide is a person who will be utilized to assist classroom teachers in performing the following non-teaching duties. The list is not all-inclusive, but will serve the purpose of illustrating the type of duties aides may perform.
    - duplicating tests and other materials,
    - helping with classroom housekeeping,
    - typing class materials, tests, and other materials,
    - setting up A-V and other instructional equipment,
    - collecting pupils' money for various activities,
    - correcting tests, homework and similar materials,
    - recording student data
  - b) The Building Union Principal liaison committee will be involved in determining the responsibilities of teacher aides.
3. To provide classroom teachers and teacher specialists in the District with at least a thirty minute duty-free lunch period, exclusive of time needed to escort students to and from the cafeteria.

A teacher will be free to leave the school building during his/her lunch period upon notification to the main office.
4. A minimum of two hundred (200) minutes of planning time per week, distributed as evenly as possible throughout the school days of the week within the student day, will be provided for teachers in grades K-6.
  - a) Insofar as practical, the minimum planning time for all members of the unit will be forty (40) minutes.

## **ARTICLE VII - TEACHING CONDITIONS (cont'd)**

- b) In addition to three (3) half days for parent teacher conferences, the District will provide elementary teachers the equivalent of no more than four (4) half days annually, free from all instructional duties. This will allow time for collaboration with their Professional Learning Community, time to analyze data, and develop 21<sup>st</sup> Century learning goals to improve student achievement. These half days shall be meeting-free with purpose, goals and responsibilities determined by individual teachers. If an elementary teacher does not have parent teacher conference obligations these parent teacher conference days will be counted towards the four (4) half days.
  - c) For secondary teachers, grades 7-12, the length of planning time each day will be equivalent to the length of a class period. This planning time will occur within the student day.
5. To provide insofar as possible the following facilities for all school buildings:
- a) an adequately heated, lighted, ventilated and furnished teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials
  - b) an adequately heated, lighted and furnished room to be reserved for the use of the teachers as a faculty lounge - this room is to be in addition to the aforementioned teacher work area
  - c) teacher rest rooms, separate for each sex and separate from the student restrooms
  - d) a parking area with an adequate portion reserved for teacher parking
  - e) adequate duplicating facilities and clerical personnel in adequate and appropriate quantity, to assist teachers in preparation of their professional assignments and duties and to relieve them from clerical tasks
  - f) adequate paper, pencils, pens, chalk, erasers and other such materials required in connection with daily teaching responsibilities
  - g) to provide adequate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment and supplies, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials to aid the teacher in educational and instructional programs

New and renovated buildings will be planned with due consideration for the foregoing.

6. To provide insofar as possible the following additional facilities for all new and renovated buildings:
- a) a communication system so that teachers can communicate with the main office in their building from their classrooms

## **ARTICLE VII - TEACHING CONDITIONS (cont'd)**

- b) a telephone in each main office with a certain degree of privacy for parental conferences - a pay phone in the teachers' room upon the request of the building faculty, providing that said faculty incurs the cost of installation and any other operating costs
  - c) separate private dining areas for the use of teachers
  - d) adequate work and storage space to be assigned for the use of each teacher
- 7. To provide that the use of school facilities will be scheduled so as not to interfere with the normal operation of the school and to make a reasonable effort to avoid excessive P.A. announcements which interrupt classroom instruction.
- 8. The ESMUT and the Board of Education agree that recommendations for textbooks to be used will be cooperatively arrived at through joint consultation among teachers, grade leaders, departmental leaders, and/or administrators. Such recommendations will be submitted to the Superintendent who will make the final recommendation to the Board of Education.
- 9. To provide lab coats for secondary science teachers, shop coats for the industrial arts teachers and smocks for art teachers at the elementary and secondary level.
- 10. Under normal circumstances, an administrator will reprimand an individual teacher in his/her office. Should the reprimand be reduced to writing and made part of the teacher's personnel file, the teacher will have the right to be accompanied by a Union representative either at that meeting or a later one arranged to review the action taken.
- 11. The District will survey the staff each spring and fall to obtain the names of those who desire student teachers for the following fall and spring semesters respectively. Those teachers who have not indicated a desire for a student teacher will not be required to accept a student teacher. Those who have indicated a desire for a student teacher will be required to accept a student teacher if available.
- 12. When a teacher or school nurse is going to be absent, he/she will be given an opportunity to recommend a substitute at the time he/she is reporting the absence.
- 13. Each school nurse shall be provided with at least a thirty (30) minute duty free lunch period.

## **ARTICLE VIII TEACHER LOAD**

- A. The Board of Education and Union agree that matters concerning class size, flexible scheduling, maximum teaching load and other related subjects are important factors contributing to the standard of excellence in the educational program achieved by the East Syracuse-Minoa School System. It is further agreed that these matters need continuing study and investigation and the guidelines that follow should be objectives toward which the District should strive. It is understood that exceptions will be necessary due to unusual circumstances, budget limitations, and/or availability of staff.
- B. The number of daily periods of instruction for secondary teachers should not exceed five (5) periods per day unless a greater number is requested by the teacher and/or upon mutual written agreement between the teacher and the administration on an annual basis.
- C
  - 1. Secondary teachers as defined by the Commissioner's Regulations should not be required, except on their own option or by mutual agreement, to teach more than two (2) academic subjects in any given semester, nor have more than three (3) daily preparations which would require separate lesson plans.
  - 2. A joint committee of four members (2 chosen by ESMUT, 2 chosen by the District) will review elementary preparations and study the issue on a continuous basis. As part of its review the committee may investigate issues and work with administration to seek viable solutions. It will make periodic reports to the Superintendent, the first of which should be issued by June 30, 1986.
- D. The building principal, in conjunction with a building committee appointed by the chapter chairperson, will determine the needs and duties of supervisory personnel and make the necessary supervisory assignments. A building committee will be established to meet and confer with the building principal regarding such supervisory assignments and to review the merits of staff-requested changes in supervisory assignments. The building principal and building committee will work cooperatively to insure adequate and equitable supervisory assignments, but the prerogative of final determination rests with the building principal.

## **ARTICLE IX TEACHER DAY**

- A. Length of Day - The length of that portion of the teacher's day from teacher arrival time to teacher dismissal time will be seven and one-half (7-1/2) hours with the exception of the days when the teachers are to return to school for the required 'Open Houses'. On these days, teachers may leave at the end of the student day.
- B. Attendance at Meetings - Teachers are required to attend no more than two (2) Open House type meetings during the school year within their respective schools. In the course of the year, the district conducts or sponsors parent-teacher meetings wherein there is no classroom visitation or meetings of individual teachers with parent groups. The district is desirous that as many teachers as possible attend such parent-teacher meetings.
- C. Faculty meetings will be scheduled during the teacher day and every effort will be made to conclude such meetings before the regular teacher dismissal time.
- D. Every effort will be made to assign teachers in departmentalized areas to no more than four (4) duty periods in succession. A duty period in this paragraph will mean an instructional and/or supervisory assignment of the same duration.
- E. The number of different rooms in which teacher assignments occur should be held to a minimum.
- F. No teacher will be deprived of their preparation time nor have their classes increased in size for the purpose of performing substitute teacher duty except in emergencies.

### **Examples of Emergencies:**

- 1. teacher illness during school day
- 2. inadequate notice to district for the need of a substitute
- 3. personal emergency during the school day
- 4. teacher participation in other school building programs
- 5. emergency consultations with school personnel and/or parents

Teachers who are denied their preparation time or have their class size increased to provide substitute service will be compensated for each period of such coverage as follows: 2009-2010 \$17.00; 2010-2011 \$17.60 and 2011-2012 \$18.25.

- G. No teacher will be required to transport a pupil in his/her personal automobile. The Board will continue in force its present liability insurance covering the situation wherein a teacher is requested by school administration and agrees to transport a pupil.



**ARTICLE X**  
**PERSONAL PROPERTY REIMBURSEMENT**

The district will reimburse each unit member up to \$600 for 2009-2010; \$620 for 2010-2011; and \$645 for 2011-2012 for the cost of replacing or repairing dentures, eyeglasses, hearing aids, and other physical aids destroyed or damaged as a result of (1) an injury sustained in the course of his/her employment; or (2) an accident involving students or student activities, provided in each instance the teacher is free from negligence. The teacher will furnish the district with proof of cost of such repair or replacement and a written statement of the circumstances surrounding the injury or accident. Also included within the coverage is damage to or destruction of clothing occurring in the course of physical altercations with students, either as a participant or intervener.

**ARTICLE XI**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume a role beyond that of a teacher. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board and its representatives will determine the validity of the teacher's contention and upon such determination will take the necessary steps to relieve the teacher of responsibility with respect to such pupil.
- B. It is recognized that many discipline problems which occur may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself or herself from attack or to prevent injury to another teacher or student.
- C. A teacher may temporarily remove a pupil from a class or classes when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching duties will allow, full particulars of the incident.
- D. Any child designated, in accordance with applicable law with a severe disability that poses significant management needs, such as Autism, Emotional Disturbance, or Mental Retardation, will not be admitted to a regular class without prior knowledge of and consultation with the teacher involved. Consultation in this instance will be defined as a pre-placement conference with the teacher as well as periodic evaluations.
- E. Suspension of students from school may be imposed only by the principal or his/her designated representative. When, in the judgment of the teacher involved, suspension is necessary but not undertaken, the teacher will have the right to meet with the principal or his/her designee to review the situation. The teacher will have the right to be accompanied by the chapter chairperson. School authorities, in consultation with the teacher, will endeavor to achieve correction of student misbehavior through counseling and interviews with child and parents when warranted.
- F. Teachers will report immediately, in writing, to their principal and to the Superintendent all cases of assault upon them in connection with their employment. The Superintendent will, within twenty-four (24) hours, acknowledge receipt of such report in writing and forward a copy of said report to the Union and the Board. The Board will comply with any reasonable request from the teacher or his/her designated representative for information in their possession which relates to the incident or the persons involved except for legally privileged material. The Board will render assistance to the teachers involved in handling of the incident by law enforcement and judicial authorities.

## **ARTICLE XI - STUDENT DISCIPLINE AND TEACHER PROTECTION (cont'd)**

- G. If a person not employed by the district or a parent employed by the district registers a complaint against a teacher and if a conference is arranged between the teacher and the complainant, the teacher may have a Union representative present if he or she so desires. The teacher will have the right to request a follow-up meeting with the building principal.
- H. The District will provide all protections afforded to the teachers under Education Laws 3023 and 3028 so long as those provisions remain in effect.\*<sup>3</sup>
- I. Nothing contained in this section will be interpreted to preclude a teacher from seeking advice and counsel of and to be represented by an attorney of his or her own choice; it being understood that such additional representation will be at the teacher's own expense.

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See Appendix A.

## ARTICLE XII EVALUATION AND MENTOR PROGRAM

### A. PROBATION, EVALUATION AND APPR

Although evaluation of teachers is necessary as an aid in determination of tenure, its main purpose is to improve instruction. Therefore:

1. The probationary term for teachers in the East Syracuse-Minoa Central School District will be in accordance with law.

2. **PROCESS**

All teachers will complete Step 1 and Step 2.

Step 1 Each teacher, using the evaluation rubric as a guide, will select two of the nine components of the Evaluation Rubric and set goals to focus on during each academic year. These two professional goals should have a positive impact on student learning/performance. The teacher and administrator will mutually agree on the teachers' goals and action plan. A team of teachers can work together to meet their goals.

Step 2 The teacher or teachers will develop a plan to use as evidence of progress toward these goals.

3. **OPTIONS OF EVIDENCE OF MEETING GOALS**

**Video** - a videotape will be made that demonstrates or has supporting evidence of meeting the goals set.

**Project** - Teachers create ways to demonstrate that their goals have been met, such as a slide show, journal, etc.

**Portfolio** - a selected, usually chronological, collection of specific practices used to evaluate the teaching process that was the focus of the yearly goals.

**Student Work** - Evidence presented that demonstrates that teacher's yearly goals are met.

**Action Research Project** - An investigation to discover or establish facts and relationships by identifying a problem, collecting information, analyzing data and determining a solution to a given educational situation that was identified through the goals that the teacher set.

**Workshop** - Teacher can prepare and present a workshop that focuses on issues that are addressed in the teacher's yearly goals.

## **ARTICLE XII: EVALUATION AND MENTOR PROGRAM (cont'd)**

### **3. OPTIONS OF EVIDENCE OF MEETING GOALS (cont'd)**

**New York State Peer Review** - The teacher can apply for this program and, if accepted submit certification of completion of the requirements as evidence of meeting goals.

**Standard Observation** - This will involve a pre and post conference.

**Other** - Plans must be agreed upon by teacher and administrator.

In addition, the administrator who formulates the action plan with the teacher shall be the evaluator<sup>4</sup>.

### **4. CHRONOLOGY FOR THE PROCESS**

September 30 - Individual goal setting and outline of the action plan to be submitted to the building administrator.

October 15 - Deadline for signature by building administrator and teacher to indicate acceptance for the individual goals. The employee and his/her supervisor shall maintain copies of the signed documents.

### **5. NON-TENURED TEACHERS**

Non-tenured teachers will be observed three (3) times each year. The first observation will be made during the first fifteen weeks of employment and the final observation during the second fifteen weeks of employment. Two of the three observations will follow the process of the standard observation using the pre and post observation conferences. The Evaluation Rubric will be completed for all nine (9) areas annually. Teachers will have a choice for the third observation. They can select a standard observation or they may choose one of the options listed in options of evidence of meeting goals identified under Step 2 above. A copy of the East Syracuse-Minoa Teacher Evaluation Form will become part of the teacher's personnel file, in each of the first (1st) three (3) years of employment.

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<sup>4</sup> Only Administrative personnel may conduct formal evaluations. Informal observations that are conducted by administrative supervisors are meant to assist the teacher.

## **ARTICLE XII: EVALUATION AND MENTOR PROGRAM (cont'd)**

### **6. TENURED TEACHERS**

Teachers can select at least one of the options of evidence of meeting goals identified in Step 2 above. The standard observation may be selected with a pre and post observation conference. The evaluation will primarily focus on the two (2) areas selected in the teacher's goals. Discussion of other components of the rubrics can take place at the conference. A final summary of the process, using the Rubrics Form, will be developed by the administrator and reviewed by the teacher using the Rubrics Form.

7. All teachers will be given a copy of any evaluation report prepared by the administrator or supervisor before each conference. No such report will be submitted to Central Administration, placed in the teacher's file or otherwise acted upon without such a conference and teacher and administrator signatures.

NOTE: Teachers opting for State Peer Review or National Board Certification should consult with their administrators regarding timelines for completion.

### **8. TEACHER IMPROVEMENT PLAN**

After reasonable attempts to address deficiencies the administrator notes no improvement, a Teacher Improvement Plan will be developed. The goal of the Teacher Improvement Plan is to provide intensive support through communication, discussion and collaboration in the area(s) of significant concern. No more than three (3) Administrators will collectively evaluate any teacher in a given year. The administrator(s) and teacher will jointly determine the strategies to be taken to overcome the deficiencies, but it is agreed that the primary responsibility for correction of deficiencies remains with the teacher. The degree of success or failure experienced by the teacher as a result of utilizing these strategies will be part of future evaluation reports.

### **9. EVALUATION RUBRICS**

The purpose of the Teacher Evaluation Rubrics is to assist teachers in developing as professionals as they strive to meet the New York State Standards. The rubrics will be used as an ongoing tool for teachers and administrators to reflect on professional growth. Areas of concern will be further addressed in the Teacher Improvement Plan. This will involve setting goals where improvement is needed and will offer support and assistance in areas so noted.

In order to maintain the identity of the APPR and teacher evaluation process, it is critical that documentation be validated in any instance where the documents might be perceived as detrimental or harmful to either party. The supervisor and the employee will sign the document before it is put in their personnel file. Signature of the document does not indicate agreement with the content, concept or implications. The signature simply acknowledges the inclusion of the document as a part of the professional folder in the District Office.

## **ARTICLE XII: EVALUATION AND MENTOR PROGRAM (cont'd)**

### **10. TRAINING IN PERFORMANCE EVALUATION**

Staff development will include a review of the content and use of the evaluation rubrics and reporting forms and the procedures to be followed consistent with the approved APPR and associated contractual provisions. Professional staff will likewise be provided staff development on the content of the rubrics and the evaluation procedures.

11. Any probationary teacher who is not to be employed for the following school year must be notified in writing of the termination of his/her services not later than May 1st. Otherwise, any probationary teacher may have his/her services terminated thirty (30) calendar days following written notification. Any teacher not to be recommended for tenure will be notified in writing by the Superintendent no later than May 1st or sixty (60) calendar days immediately preceding the expiration of his/her probationary period.

If the probationary teacher has not resigned or been notified in writing that the Board of Education has denied his/her tenure within thirty (30) days prior to the expiration of his/her probationary period, he/she will be granted tenure.

12. Probationary and tenured teachers may grieve timely filed alleged procedural violations through Stage 4 of the grievance procedure. Substantive evaluation issues cannot be grieved by probationary teachers; their rights will be limited to those specifically granted by law. Tenured teachers may not utilize the grievance procedures in case of dismissal proceedings, but may utilize 3020-A procedures.
13. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personal file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, which answer is to be attached to the file copy. When the Board of Education acts to dismiss a teacher, no post termination material will be placed in the file by either party. Termination date for tenured teachers is the date of Board action to dismiss and for probationary teachers is the Letter of Termination (XII-E.). In the event that the district has filed charges for dismissal against a teacher and a third party sustains a teacher's claim that certain material is inaccurate or improperly filed, that material will be removed from the teacher's personnel file.

## **ARTICLE XII: EVALUATION AND MENTOR PROGRAM (cont'd)**

14. A teacher will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself/herself in the presence of a representative of the Superintendent. A teacher will be entitled to have a representative of the Union accompany him/her during such a review of his/her own personal files. Only those who have an official right and reason for doing so may inspect a teacher's file, and said file will not be open to public inspection except upon specific consent by the teacher.
15. All observation of work and performance of teachers will be conducted openly with full knowledge of the teacher.
16. It is understood that teacher participation in voluntary extra-curricular, community, church, club or social activities is desirable. It is further understood that such participation will not be a valid consideration in evaluating teacher performance.

In accordance with Civil Service Law, the probationary period for RN's will be up to fifty-two (52) weeks. If an individual is terminated after that, the Union and the District will mutually select an independent hearing officer to hear evidence and render a decision on charges. This decision may be appealed by either party to the Board of Education, who will not overturn the decision without adequate cause. The Board's decision will be final.

### **B. Mentoring Program**

The Mentor Program is designed to give assistance and support to teachers who are new to the district, and non-tenured teachers who change grade level and/or buildings. The Mentor Committee, which will be comprised of a majority of teachers, will be the basis of review and changes in the program.

1. The Mentor Committee will:
  - a. Outline goals of the program for all participants.
  - b. Screen applicants by reviewing application forms and interest of teachers who want to become mentors.
  - c. Assess and evaluate procedures of selection process on a yearly basis.
  - d. Meet with mentors and interns separately to update and discuss suggestions for improving the program.
  - e. Suggest training topics throughout the year based on District Mentor Committee meetings.
  - f. Be paid curriculum studies rate during the summer to do committee work, if necessary.



## **ARTICLE XII: EVALUATION AND MENTOR PROGRAM (cont'd)**

2. The Mentor Selection Process:
  - a. A tenured teacher will voluntarily fill out a Mentor Application and submit it to the Executive Director of Curriculum, Instruction and Accountability.
  - b. When vacancies occur, the mentor committee, with the assistance of the appropriate principal(s) will review applications and slot in the best-qualified teacher. It may be necessary to have more than one mentor (building/content).
  - c. Selected mentors will be notified of their selection to be a mentor.
  - d. List of mentor matched with new teachers will be prepared by the Executive Director of Curriculum, Instruction and Accountability. A copy will be sent to the union office and Office of Human Resources.
  - f. The Superintendent will make the final approval.
3. The Mentor will:
  - a. Receive \$870 during 2009-2010; \$900 during 2010-2011; and \$936 during 2011-2012 to mentor full time for the entire year, or \$435 during 2009-2010; \$450 during 2010-2011 and \$468 during 2011-2012 for half-time (content or building). Half of the year's stipend shall be paid in December and the remaining half of the stipend shall be paid in June.
  - b. Along with the intern, each receive three half days for visitation.
  - c. Be trained at a workshop for which they will be paid curriculum studies rate if it is outside the teacher day.
  - d. Spend one day of the new teacher orientation with their assigned new district intern to help review curriculum, start lesson plans and review district procedures. The mentor will be paid curriculum studies rate.
  - e. Follow the Roles and Responsibilities of the Mentor as outlined in the Mentor Teacher Internship Program Plan.
  - f. Maintain confidentiality with the intern, unless there is a safety or legal issue involved.
  - g. Maintain an advisory capacity, not an evaluative one.
4. Program Evaluation:
  - a. There will be two meetings a year for the mentors and interns to discuss what is working, progress of the program, areas of improvement and to review updates of State Regulations/ Compliance issues.
  - b. The Teachers' Union President and the Executive Director of Curriculum, Instruction and Accountability, or their designees, will meet regularly to discuss program and placement.
  - c. The Mentor Committee will meet yearly to review and update the program.
  - d. Reports will be made to the Board of Education as requested.

**ARTICLE XIII**  
**POSITIONS IN SECONDARY SUMMER SCHOOL**

**A. APPLICATIONS AND HIRING**

Applications for East Syracuse-Minoa summer school will be made available to interested teachers by March 1, preceding the summer session. Applications are to be completed and returned to the summer school principal on or before March 15. Notification of acceptance and the tentative number of class assignments for each position will be made known by May 1. Teachers will be advised of the definite number of class assignments, as soon as possible, based upon student summer school registration.

**B. SUMMER SCHOOL SICK LEAVE**

Regularly appointed teachers in the East Syracuse-Minoa School District will be entitled to one (1) sick leave day each summer school session. Such sick leave day, may be accumulated, for summer school sessions only, from session to session up to a maximum of five (5) days, provided, however, that a teacher's accumulated summer session sick leave days will be lost if the teacher is not employed in the summer school program for more than two (2) successive years.

**C. RECRUITMENT OF TEACHERS FOR SECONDARY SUMMER SCHOOL**

The following considerations\*<sup>5</sup> will be made regarding applicants for the East Syracuse-Minoa Secondary Summer School Program:

1. Members of the East Syracuse-Minoa United Teachers bargaining unit, who teach in the East Syracuse-Minoa School District during the regular school year, will be considered for secondary summer school teaching positions before those who do not teach in the East Syracuse-Minoa School District during the regular school year.
2. Members of the East Syracuse-Minoa United Teachers bargaining unit who have taught the particular courses in the previous secondary summer school session and also teach in the East Syracuse-Minoa School District during the regular school year.

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<sup>5</sup>\* The above considerations should be taken in numerical order for priority. In the event that the above considerations do not clearly determine who should be considered for hiring, seniority (based on years of service with the East Syracuse-Minoa School District for considerations 2-4 in numerical order of priority) will be used to determine who receives the final consideration for summer school. If the course is only offered during summer school, then seniority will be based on years of service in the East Syracuse-Minoa School District during the regular school year. If applicants are only from out of district, then seniority (based on consecutive years of service with the East Syracuse-Minoa School District summer school program) will be used to determine who receives the final consideration for summer school.

## **ARTICLE XIII - POSITIONS IN SECONDARY SUMMER SCHOOL (cont'd)**

### **C. RECRUITMENT OF TEACHERS FOR SECONDARY SUMMER SCHOOL (cont'd)**

3. Members of the East Syracuse-Minoa United Teachers bargaining unit who have taught the particular courses consecutively in previous secondary summer school sessions and also teach in the East Syracuse-Minoa School District during the regular school year.
4. Members of the East Syracuse-Minoa United Teachers bargaining unit who teach the particular subject in the East Syracuse-Minoa School District during the regular school year.
5. After all timely applications from members of the East Syracuse-Minoa United Teachers bargaining unit have been exhausted, applicants from outside East Syracuse-Minoa School District will be considered for summer school employment.

### **D. OTHER REQUIREMENTS**

All other summer school requirements as outlined in the Administrative Handbook on Summer Secondary Schools published by the University of the State of New York, the State Education Department, Bureau of Secondary School Supervision, will be adhered to.

### **E. SUMMER SCHOOL SALARY - TEACHER/SCHOOL NURSE**

The salary for summer school teachers will be as follows:

<b><u>2009</u></b>	<b><u>1/3 load</u></b>	<b><u>2/3 load</u></b>	<b><u>full load</u></b>
	1 class	2 classes	3 classes
STEP 1	\$2,110	\$3,790	\$5,675
STEP 2	\$2,235	\$4,045	\$6,000
STEP 3	\$2,515	\$4,535	\$6,550
<b><u>2010</u></b>	<b><u>1/3 load</u></b>	<b><u>2/3 load</u></b>	<b><u>full load</u></b>
	1 class	2 classes	3 classes
STEP 1	\$2,185	\$3,925	\$5,880
STEP 2	\$2,315	\$4,190	\$6,215
STEP 3	\$2,605	\$4,700	\$6,785
<b><u>2011</u></b>	<b><u>1/3 load</u></b>	<b><u>2/3 load</u></b>	<b><u>full load</u></b>
	1 class	2 classes	3 classes
STEP 1	\$2,270	\$4,070	\$6,100
STEP 2	\$2,400	\$4,345	\$6,450
STEP 3	\$2,705	\$4,875	\$7,040

### ARTICLE XIII - POSITIONS IN SECONDARY SUMMER SCHOOL (cont'd)

Effective with the start of the 2005-2006 school year, should an employee (teacher/nurse) have an involuntary break in summer school service due to program needs and/or student enrollment upon return to summer school employment, (s)he will be placed at the appropriate experience step for summer school employment.

Effective with the start of the 2005-2006 school year, should an employee (teacher/nurse) have a voluntary break in summer school service, then (s)he will be placed on Step 1 upon return to summer school employment.

Effective with the start of the 2005-2006 school year, an employee (teacher/nurse) who has completed a minimum of ten (10) consecutive years of summer school employment, shall receive the appropriate experience step placement, subsequent to a voluntary break in summer school employment, due to reasons of a personal nature that would preclude the employee from being able to accept summer school employment.

#### F. SUMMER SCHOOL SALARY - SCHOOL NURSES/SUMMER SPORTS COORDINATOR NURSES\*

The salary for summer school nurses, including the special education program nurse, will be as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
STEP 1	\$5,675	\$5,880	\$6,100
STEP 2	\$6,000	\$6,215	\$6,450
STEP 3	\$6,550	\$6,785	\$7,040

\* Compensation for summer Sports Coordinator Nurses shall be pro-rated, based upon the number of days worked.

## **ARTICLE XIV SALARY GUIDES**

Ten month base salaries of individuals will be determined for the three (3) specific academic years only which are covered by this agreement (2009-2010, 2010-2011, and 2011-2012) as follows: 2009-2010 3.75%, 2010-2011 3.6%, and 2011-2012 3.75%.

### **A. SALARY SCHEDULE GUIDELINES 2009-2012**

1. Base Salary 1 will be \$44,511 for 2009-2010, \$45,735 for 2010-2011, and \$46,993 for 2011-2012.
2. Graduate hours\*<sup>6</sup> - Remuneration will be made per three (3) approvable hours as follows: \$204 for 2009-2010, \$225 for 2010-2011, and \$243 for 2011-2012.
3. Masters Degree\*\*

\$1,380	for 2009-2010
\$1,435	for 2010-2011
\$1,490	for 2011-2012
4. Upon appointment to tenure a teacher will receive the following stipend above base salary. The salary adjustment will be made for the ensuing September or February, whichever is applicable: \$900 for 2009-2010, \$935 for 2010-2011, and \$970 for 2011-2012.
5. Final salary is derived by adding appropriate graduate hours, masters stipend, tenure stipend and any other applicable stipends to the base salary.
6. Upon receipt of the certificate for National Board Certification, a teacher will receive an annual \$2,000 stipend for the duration of the certificate. Teachers working toward National Board Certification (NBC) may apply for up to four (4) in-service credits for NBC preparation courses. Upon completing these preparation courses and receipt of NBC, the credits may be applied to their salary schedule as outlined in Article XIV, A. Any graduate credits earned while working toward NBC may, upon completion, be applied to their salary schedule as outlined in Article XIV, A.

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<sup>6</sup> \* Transcripts for approved graduate credit hours must be filed with the Personnel Office on or before October 1st and March 1st of each school year for salary consideration. Grade cards accepted as temporary record.

## **ARTICLE XIV - SALARY GUIDES (cont'd)**

### **A. SALARY SCHEDULE GUIDELINES 2009-2012 (cont'd)**

<b>BASE SALARY</b>			
	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
1	<b>44,511</b>	<b>45,735</b>	<b>46,993</b>
2	<b>44,945</b>	<b>46,114</b>	<b>47,450</b>
3	<b>45,339</b>	<b>46,563</b>	<b>47,843</b>
4	<b>45,738</b>	<b>46,971</b>	<b>48,309</b>
5	<b>46,148</b>	<b>47,385</b>	<b>48,732</b>
6	<b>46,485</b>	<b>47,809</b>	<b>49,162</b>
7	<b>46,843</b>	<b>48,159</b>	<b>49,602</b>
8	<b>47,201</b>	<b>48,529</b>	<b>49,965</b>
9	<b>47,595</b>	<b>48,900</b>	<b>50,349</b>
10	<b>47,990</b>	<b>49,309</b>	<b>50,734</b>
11	<b>48,410</b>	<b>49,717</b>	<b>51,158</b>
12	<b>48,763</b>	<b>50,153</b>	<b>51,582</b>
13	<b>49,126</b>	<b>50,518</b>	<b>52,033</b>

### **B. DEFINITION OF APPROVED COURSES**

An approved course is one approved by the Superintendent within the provisions of the Education Law.

1. All hours must be taken subsequent to the BA or BS degree and so certified by the accredited institution.
2. Courses which are accepted by a college or university for credit toward a graduate degree or certificate of advanced study (CAS) will be considered approved courses under this section.
3. Other graduate level courses which could not appropriately be classified in "2" above (but which are of equal or greater quality) may also be approved, but teachers are advised that there is a risk in submitted non-degree credits for salary purposes, and they should protect themselves in questionable cases by securing approval in advance.
4. There is no requirement that work beyond the Master's degree be in a matriculated program, but it must be a graduate level course.

## **ARTICLE XIV - SALARY GUIDES (cont'd)**

### **C. ALLOWABLE HOURS:**

1. Unless prior approval of the Superintendent is received, no more than one course will be approved in any one semester.
2. Unless prior approval of the Superintendent is received, no more than eighteen (18) hours per year will be considered "allowable hours".

### **D. PRIOR TEACHING SERVICE**

Credit for previous experience will be agreed upon at the time of probationary appointment. This will establish the step for which automatic increments begin. Step-for-step credit may be granted for the first five years' experience. Beyond five years, at the discretion of the Superintendent.\*<sup>7</sup>

### **E. CERTIFICATION**

Teachers not certified provisionally or permanently will be frozen at step when they reach the 5th step of the salary schedule. Teachers currently employed beyond the 5th step will be frozen at the step now on until either provisionally or permanently certified.

If both of the following conditions are met, a teacher will not be frozen:

1. At least 21 credit hours have been accrued toward certification.
2. Six (6) hours were taken during the previous year.

The individual will be frozen on step the following year if all necessary certification requirements are not met.

### **F. SALARY CHECKS AND DEDUCTIONS**

All teachers will have the option of being paid on a 12 month or 10 month basis. Teachers who choose the former must notify the Business Office no later than August 1<sup>st</sup> of each school year. Individuals opting for 12 months payment will receive the balance of their salary in their final check in June. Once this option is selected, it remains in effect for the entire school year.

<sup>7</sup>

\*Satisfactory military service for salary credit will be granted to a maximum of two (2) years.

## **ARTICLE XIV: SALARY GUIDES (cont'd)**

### **G. INSERVICE CREDIT**

A system of salary schedule credit for approved inservice training programs for teachers will continue in effect:

1. Credit Allowable on the Teacher Salary Schedule - Credit earned under the inservice program will be permitted up to a maximum of sixteen (16) hours of a thirty-hour block (14 of the thirty hours must be earned in approved college courses) within the thirty-hour blocks listed:
  - a) BA degree to BA plus 30 hours
  - b) BA plus 30 (or MA) to MA plus 30 hours
  - c) BA plus 60 (or MA plus 30) to MA plus 60 hours
2. Credit Relative to Time - One credit hour of inservice credit may be earned by the completion of 15 clock hours of work in an approved inservice workshop (2 credit hours are earnable for 30 hours of work and 3 credit hours may be earned for 45 hours of work).
3. Standards Required
  - a) Teacher participation will be on a voluntary basis after school hours.
  - b) Attendance: No more than three absences will be allowed in a 15 meeting workshop and those three sessions must be made up to the satisfaction of the instructor in charge.

### **H. ELEVEN AND TWELVE MONTH EMPLOYEES**

Eleven month professional employees will be paid an additional 1/10 of the current year's ten month salary. Twelve month professional employees will be paid an additional 2/10 of the current school year's ten month salary.

### **I. GUIDANCE COUNSELOR**

Guidance counselors will receive a salary based upon the equivalent experience and educational step on the school district teacher salary schedule.

1. In addition, all counselors will receive 5% of their individual salaries for an additional ten (10) days of work; five (5) days immediately following the close of school in June and five (5) days immediately preceding the opening of school for the next school year.



## **ARTICLE XIV: SALARY GUIDES (cont'd)**

### **I. GUIDANCE COUNSELOR (cont'd)**

2. All counselors will receive a \$905 differential for 2009-2010; \$945 differential for 2010-2011 and \$980 differential for 2011-2012 for performing such duties as:
  - a regularly scheduled late afternoon or evening sessions with parents, out-of-school youth and members of the community;
  - b evening seminars and workshops as arranged by the Guidance Department and approved by the principal;
  - c planning and development of inservice programs;
  - d planning and development of curriculum materials.
3. School counselors who administer the Saturday PSAT exam shall be paid at the curriculum rate. Counselors will be paid for time spent proctoring the exam and for pre and post administrative duties as determined by the test center administrator.
4. Counselors will receive notification as to the number of months they will work by May 1st of the current year.
5. Whether or not a counselor is placed on an eleven month schedule will be determined by the Superintendent or his/her designee, based upon the recommendation from the building Principal.
6. Counselors who have been assigned to eleven month contracts will receive an additional 10% of their total salary for such service.

### **J. SPEECH THERAPIST**

Speech Language Pathologists with a Certificate of Clinical Competence (CCC) from the American Speech Language-Hearing Association (ASHA) shall receive a stipend of \$500 (2009-2010), \$520 (2010-2011) and \$540 (2011-2012) above their annual contractual salary. Any speech therapist hired prior to September 1, 1988 who received this stipend without holding a Certificate of Clinical Competence, will continue to receive this stipend for the duration of employment with the District.

### **K. READING TEACHER**

If reading teachers are asked to work during the summer recess, they will be compensated on a per diem basis for the days worked. The per diem rate will be computed from the most recent salary earned by each individual. In addition, the district will pay actual reasonable expenses if the teacher is required by the district to attend weekend conferences.

## **ARTICLE XIV: SALARY GUIDES (cont'd)**

### **L. DEPARTMENT LEADER**

1. Members interested in serving as a department leader during the next school year shall submit a formal letter of interest to the building Principal by March 1<sup>st</sup> of the current school year.
2. All department leaders will be appointed annually by the Board of Education upon the recommendations of the Superintendent. The building Principal will provide input regarding the recommendations to the Superintendent.
3. Designated department leaders will receive \$895 above their salary step placement for 2009-2010; \$925 above their salary step placement for 2010-2011; and \$960 above their salary step placement for 2011-2012 plus \$50 for each teacher in the department for 2009-2010 and 2010-2011; and \$55 for each teacher in the department for 2011-2012.
4. Art, Music, Foreign Language and Physical Education Department Leaders, with District-wide responsibilities shall receive an additional annual stipend of \$100. Special Education Department Leaders, with responsibilities for the supervision of Teaching Assistants and Teacher Aides, shall also receive an additional, annual stipend of \$100.
5. Individuals designated as subject area leaders will receive \$1,095 for 2009-2010; \$1,135 for 2010-2011; and \$1,180 for 2011-2012, in addition to their appropriate teaching salary for these years.
6. Individuals designated as Coordinators of the Vocational Industrial and Distributive Education programs will receive \$725 for 2009-2010; \$750 for 2010-2011; and \$780 for 2011-2012, in addition to their appropriate teaching salary for these years.

### **M. CURRICULUM STUDIES**

Individuals appointed to the task of writing and revising curriculum guides or related activities beyond the normal school day will be remunerated at a rate of \$24.65 per hour for 2009-2010; \$25.55 per hour for 2010-2011; and \$26.50 per hour for 2011-2012.

### **N. HOMEBOUND STUDENTS**

Teachers of homebound students will be compensated at the rate of \$29.80 per hour for 2009-2010; \$30.85 per hour for 2010-2011; and \$32.00 per hour for 2011-2012 school year.

#### **ARTICLE XIV: SALARY GUIDES (cont'd)**

##### **O. MILEAGE**

All teachers who are required to travel, other than from home to school and school to home, in connection with their duties will be paid mileage rate reimbursement at the rate approved for business miles deduction by the IRS allowance.

##### **P. PLACEMENT ON STEP**

At the time of hiring, all teachers will be placed on the appropriate step of the base salary schedule and then remain on step. This provision will not apply to teachers who are not currently on their appropriate step.

##### **Q. EXTRA PAY FOR EXTRA DUTY**

The supervision of activities (beyond the confines of the school day) will be reimbursed at the rate of \$19.00 per hour for 2009-2010; \$19.65 per hour for 2010-2011; and \$20.45 per hour for 2011-2012. Subject to prior administrative approval, these rates will apply to all instructional personnel.

1. Coaches will receive notification of assignment(s) for the next year at the time of the issuance of salary notices.
2. All known openings in extra pay positions will be publicized to the faculty of this district as they occur.

##### **R. APPOINTMENT AND EVALUATION OF COACHES**

1. All head coaches and all assistant coaches will be appointed annually by the Board of Education upon the recommendations of the Superintendent. Such appointments are the prerogative of the Board of Education. The Athletic Director will provide the Superintendent with input regarding the recommendations.
  - a) Coaching positions will be posted in the District. Article IV.C.2 is applicable to this section of the Agreement.
  - b) The Head Coach shall be allowed to give input to the Athletic Director regarding the hiring of assistant coaches for each sport which has assistants.
2. Head coaches and assistant coaches will be evaluated at the end of each applicable sports season. The evaluator will begin the evaluation process not later than thirty (30) days following the close of the season.
  - a) Normally, the Athletic Director will carry out these evaluations; however, other administrators may consult or assist with the evaluation.

## ARTICLE XIV: SALARY GUIDES (cont'd)

### R. APPOINTMENT AND EVALUATION OF COACHES (cont'd)

- b) The evaluation form will be provided by the District. Each coach will be given a copy of the completed form, and the coach will then have two (2) school days to request a conference. The completed form will then be placed in the coach's personnel file; or the form will be forwarded to the file after the conference, if one is conducted.
- c) If or when deficiencies have been observed, the Athletic Director will determine strategies to overcome such deficiencies, with input from the coach. The Athletic Director and the coach will meet to discuss the plans to be implemented to correct such deficiencies.
- d) Each Head Coach with assistant coaches will be expected to act as mentor to the assistants, and the evaluation of Head Coaches will be based in part on their mentoring. Mentoring may include program philosophies and the ongoing teaching progression of basic fundamental skills as set forth by the Head Coach. Each Head Coach will communicate his/her expectations, and the responsibilities assigned, to each assistant coach.

### S. ANNUAL COACHING AND EXTRA ASSIGNMENT SALARY SCHEDULE

<u>SPORTS</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
I. Head Coach Football, Basketball* (B+G) Wrestling, Volleyball* G Baseball, Lacrosse (B + G) Soccer (B+G) Softball (G) Field Hockey (G)	11	12	13	14	15	16.5	18
II. Head Coach Gymnastics* (B&G), Track (B&G) Cross Country, Indoor Track	9	10	11	12	13	14.5	16
III. Head Coach Tennis (B&G), Weight Training Summer Session, after school)	7	7.5	8	8.5	9	10.5	12
IV. Head Coach Bowling (B +G) Golf (B + G) Cheerleading (Fall, Winter)	5	5.5	6	6.5	7.0	7.5	8
V. Assistant Coaches** - Sports I Assistant Athletic Trainer (Fall, Winter, Spring)	8.5	9	9.5	10	10.5	11.5	12.5
VI. Assistant Coaches** - Sports II	7.5	8	8.5	9	9.5	10.5	11.5

## ARTICLE XIV: SALARY GUIDES (cont'd)

### S. ANNUAL COACHING AND EXTRA ASSIGNMENT SALARY SCHEDULE (cont'd)

<u>SPORTS</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
VII. Assistant Coaches**- Sports III	5	5.5	6	6.5	7	8	9
VIII. Assistant Coaches** - Sports IV	3	3.5	4	4.5	5.0	5.5	6.0
IX. Assistant Weight Training Head Coach (High School (3) Fall, Winter, Spring.) (Pine Grove (3) Fall, Winter, Spring)	2						

\*Junior High Coaches in this area will be in #VII with Assistant Coaches Sports III

\*\*Assistant Coaches seasons correspond with that of the Head Coach

<u>ACTIVITIES</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Marching Band	9	10	11	12	13	14.5	16
Winter Guard	9	10	11	12	13	14.5	16
Yearbook (Literary/Accounting)	9	9.5	10	10.5	11	12	13
H.S. Student Activity Accounting	12	13	14	15	16	17	18
High School Student Senate	5	6	7	8	9	10	11
Jr. High Student Activity Accounting	5	6	7	8	9	10	11

Above percentages are applied to the annual coaching and extra assignment base of \$45,235 (2009-2010); \$46,865 (2010-2011); and \$48,620 (2011-2012). The above grouping of sports may be subject to change if the sports seasons are reorganized by the state, section, or league.

Those coaches who have reached the top step and have coached for at least 10 years in the same sport\* will receive a longevity bonus according to the following schedule:

	2009-2010	2010-2011	2011-2012
Years 10-14	\$195/yr.	\$200/yr.	\$210/yr.
15-19	\$405/yr.	\$420/yr.	\$435/yr.
20-24	\$610/yr.	\$635/yr.	\$660/yr.
25-29	\$820/yr.	\$850/yr.	\$885/yr.
30+	\$1,025/yr.	\$1,065/yr.	\$1,105/yr.

Head coaches receive 100% if service has been consecutive.

Assistant coaches and activities directors receive 50% if service has been consecutive.

Those whose service has been interrupted, regardless of the number of years, receive 90% of the total due for the remainder of the individual's coaching experience in that sport.\*\*

## ARTICLE XIV: SALARY GUIDES (cont'd)

### S. ANNUAL COACHING AND EXTRA ASSIGNMENT SALARY SCHEDULE (cont'd)

If more than one person directs an event, then the stipend may be apportioned among the people by the designated director.

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
HIGH SCHOOL	(\$21.00)	(\$21.75)	(\$22.57)
Drama Club (95 hours)	\$1,995	\$2,066	\$2,144
Mock Trial* (70 hours)	\$1,470	\$1,523	\$1,580
(*To be adjusted if team advances into regional competition.)			
Model UN (110 hours)	\$2,310	\$2,393	\$2,483
CHS Stage Band (95 hours)	\$1,995	\$2,066	\$2,144
CHS Band Performances (40 hours)	\$840	\$870	\$903
Senior Variety Show (140 hours)	\$2,940	\$3,045	\$3,160
National Honor Society (100 hours)	\$2,100	\$2,175	\$2,257
Senior Class (150 hours)	\$3,150	\$3,263	\$3,385
Junior Class (130 hours)	\$2,730	\$2,828	\$2,934
Sophomore Class (80 hours)	\$1,680	\$1,740	\$1,806
Freshman Class (60 hours)	\$1,260	\$1,305	\$1,354
DECA Assistant (25 hours)	\$525	\$544	\$564
Math Team (45 hours)	\$945	\$979	\$1,016
Science Olympiad (55 hours)	\$1,155	\$1,196	\$1,241
Spring Musical Director (145 hours)	\$3,045	\$3,154	\$3,273
CHS Spring Musical (65 hours)	\$1,365	\$1,414	\$1,467
Spring Musical Producer (105 hours)	\$2,205	\$2,284	\$2,370
Spring Musical Vocal Coach (80 hours)	\$1,680	\$1,740	\$1,806
Spring Musical Conductor (70 hours)	\$1,470	\$1,523	\$1,580
OAK Club (45 hours)	\$945	\$979	\$1,016
Peak Club (45 hours)	\$945	\$979	\$1,016
GSA Club (12 hours)	\$252	\$261	\$271
Culinary Club (25 hours)	\$525	\$544	\$564

\*The same sport means a program overseen by the same head coach (e.g. boys' and girls' basketball are different sports, but modified and varsity boys' basketball are the same sport.)

\*\*When a person has coached for any part of ten (10) years in the same sport, not necessarily consecutively, he/she must choose one of the following options:

- Select the percentage for interrupted service (90% of the total due for the remainder of the individual's coaching experience in that sport).
- Wait until ten (10) consecutive years of service in the same sport has accrued and take that percentage.

## **ARTICLE XIV: SALARY GUIDES (cont'd)**

### **S. ANNUAL COACHING AND EXTRA ASSIGNMENT SALARY SCHEDULE (cont'd)**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<b>JUNIOR HIGH SCHOOL</b>	<b>(\$21.00)</b>	<b>(\$21.75)</b>	<b>(\$22.57)</b>
Yearbook (80 hours)	\$1,680	\$1,740	\$1,806
6 <sup>th</sup> Grade Class (55 hours)	\$1,155	\$1,196	\$1,241
7 <sup>th</sup> Grade Class (55 hours)	\$1,155	\$1,196	\$1,241
8 <sup>th</sup> Grade Class (55 hours)	\$1,155	\$1,196	\$1,241
Drama Club (60 hours)	\$1,260	\$1,305	\$1,354
Math Team (40 hours)	\$840	\$870	\$903
Science Olympiad (45 hours)	\$945	\$979	\$1,016
Pine Grove Musical			
Director/Producer (150 hours)	\$3,150	\$3,262	\$3,385
<b>ELEMENTARY SCHOOL</b>	<b>(\$21.00)</b>	<b>(\$21.75)</b>	<b>(\$22.57)</b>
Science Fair Director (35 hours)	\$735	\$761	\$790

### **T. AIS/IRP/SENIOR EVENING PROGRAM**

2009-2010 - \$49.80 per hour                      2010-2011 - \$51.60 per hour  
2011-2012 - \$53.55 per hour

The stipend for AIS/IRP is based upon 40 minutes of teaching time and 20 minutes of preparation time.

### **U. PRESENTER PAY**

2009-2010 - \$49.80 per hour                      2010-2011 - \$51.60 per hour  
2011-2012 - \$53.55 per hour

Presenter pay is based upon 40 minutes of presentation and 20 minutes of preparation. Instructional specialist are not eligible for presenter's pay for presentations conducted during the contractual workday.

### **V. A club advisor approved by the Superintendent or his/her designee will be compensated for time spent prior to /after the school day with a stipend of up to 20 hours for the school year. Rates of compensation are: \$21.00 for 2009-2010; \$21.75 for 2010-2011; and \$22.57 for 2011-2012.**

## **ARTICLE XIV: SALARY GUIDES (cont'd)**

### **W. NURSES' SALARIES**

Nurses' salaries will increase by:

4% + \$600 for the 2009-2010 school year

4.25% + \$625 for the 2010-2011 school year

4.25% + \$650 for the 2011-2012 school year

In order to receive these increases in salary, a nurse must work at least 5 months of the year prior to the planned increase.

Nurses with a Bachelor of Science Degree will receive a stipend of \$620 for the 2009-2010 school year; \$650 for the 2010-2011 school year; and \$675 for the 2011-2012 school year

Nurses shall receive the following longevity stipend for the completion of the following years of service:

10-19 years of service with the District = \$500 per year;

20+ years of service with the District = \$1,000 per year.

The starting salary for a school nurse shall be \$24,215 for the 2009-2010 school year; \$25,060 for the 2010-2011 school year; and \$25,935 for the 2011-2012 school year.

### **X. SAT PREPARATION COURSE**

The High School principal shall make a recommendation on an annual basis for those teachers responsible for the instruction of the SAT Preparation Courses. Teachers shall be paid for instructional time plus 0.5 hours of preparation time for each hour of instruction. Rates of pay are as follows:

2009-2010 - \$29.80 per hour

2010-2011 - \$30.90 per hour

2011-2012 - \$32.05 per hour



## **ARTICLE XV INSURANCE**

### **A. HEALTH INSURANCE**

The parties agree that every reasonable effort shall be made to remain within the Central New York Health Insurance Consortium, with a health plan provided through Excellus Blue Cross/Blue Shield. In the event that the health plan ultimately developed by Excellus Blue Cross/Blue Shield through the Consortium does not provide a plan that the District and the Union agree offers substantially equivalent benefits, the parties agree to develop specifications to obtain quotes from other insurance carriers to provide such equivalent benefits.

In the event that the District must develop specifications and obtain quotes, the Union agrees that during the pendency of the period in which such specifications are developed, quotes are sought and decisions are made as to which insurance carrier and plan will be selected, the District shall continue to provide the coverage that has been selected by the Consortium and shall have no obligation to provide any alternative benefits during such period.

Health Insurance Premium cost sharing ratios as follows:

	Employer	Employee
Individual	90%	10%
Family	90%	10%

Prescription Drug Co-Payments shall be paid by the employees as follows:

30 day supply/pharmacy	\$1 generic drugs	\$15 brand-name drugs
90 day supply/mail order	\$2 generic drugs	\$30 brand-name drugs

### **B. DENTAL INSURANCE**

1. The District has sought a review of the current dental insurance benefit plan and term-life insurance plan. The purpose of the review is to obtain options for enhancing the dental benefit and costs associated with the enhancement, as well as options for the term-life insurance policy and associated costs. The District and the Union will collaboratively assess the information obtained and agree to a dental plan benefit and term-life insurance benefit, along with the structure of the cost sharing ratios of each premium for the employer and employees.

## **ARTICLE XV – INSURANCE (cont'd)**

### **B. DENTAL INSURANCE (cont'd)**

2. Until a determination is made to change the dental benefit, the District will continue participation in the Prime Blue Dental program. This program will be effective July 1, 2000. The cost sharing rates shall be as follows:

	<u>Employer</u>	<u>Employee</u>
Individual Coverage:	85%	15%
Family Coverage	85%	15%

3. The District reserves the right to self fund this program with no change in benefits coverage.

### **C. TERM LIFE INSURANCE**

1. Until a determination is made to change the term life insurance benefit, the District will continue this benefit as follows: Each full time teacher will be covered by term insurance in the amount of \$20,000 (Twenty Thousand Dollars). District liability will be up to a maximum of \$0.18 (eighteen cents) per thousand per month for each eligible staff member.
2. In addition, teachers shall have the option to purchase at their own expense, additional term life insurance in the amount of either \$20,000, \$50,000 or \$100,000.

### **D. VISION**

The District shall provide the NYSUT Member Benefits Group Vision Plan, Designer Vision Plan, Annual 12/12/12 Benefit Cycle. There shall be no cost to the employee for either individual or family coverage.

### **E. FLEXIBLE SPENDING ACCOUNTS**

On or before January 1, 1997, a flexible spending plan made possible by Section 125 of the Internal Revenue Code will be made available.

The District will subject all eligible insurance premiums to this favorable tax treatment, unless specifically directed otherwise in writing by the individual. Individuals may further elect to designate additional funds for personal expenses as allowed by law and/or mutual agreement.

It is further agreed that a third party will initially administer the plan.

**ARTICLE XVI  
EARLY RETIREMENT INCENTIVE  
AND  
SICK AND PERSONAL LEAVE ALLOWANCE**

**A. EARLY RETIREMENT INCENTIVE**

Any bargaining unit employee of the East Syracuse-Minoa Central School District who meets all of the following eligibility requirements set forth below, shall be entitled to the Early Retirement Incentive (ERI).

1. Bargaining unit employees hired by the East Syracuse-Minoa Central School District, with an effective date of or after March 1, 2002, must have completed a minimum of fifteen (15) years of full-time service in the East Syracuse-Minoa Central School District by their retirement date, to be eligible for the Early Retirement Incentive. Any bargaining unit employee hired by the District with an effective date prior to March 1, 2002, shall be eligible for the Early Retirement Incentive in their first year of eligibility to retire with undiminished benefits, under the terms of the New York State Teachers' Retirement System, regardless of the number of years of service to the East Syracuse-Minoa Central School District.
2. The bargaining unit member must submit a letter of retirement and request the ERI on or before February 1<sup>st</sup> immediately prior to the date on which the member will retire from teaching. In the event of disability, the February 1<sup>st</sup> date shall be waived, but all other eligibility criteria must be met.
3. The bargaining unit member must retire from the East Syracuse-Minoa Central School District at the conclusion of the school year following the February 1<sup>st</sup> notification.
4. Bargaining unit members are eligible for the ERI during their first year of eligibility to retire with undiminished benefits under the New York State Teachers' Retirement System. Determination of a bargaining unit member's first year of eligibility to retire with undiminished benefits shall be based upon the member's annual statement from the New York State Teachers' Retirement System. It is each member's individual responsibility to supply and verify the District with the information regarding eligibility for this Incentive. The member must contact both the District and ESMUT, in writing, if there is any dispute regarding the first year of eligibility to retire with undiminished benefits.

## **ARTICLE XVI - EARLY RETIREMENT INCENTIVE AND SICK AND PERSONAL LEAVE ALLOWANCE**

### **A. EARLY RETIREMENT INCENTIVE (cont'd)**

5. For purposes of this agreement, the first year of eligibility to retire with undiminished benefits under the New York State Teachers' Retirement System, shall be considered:  
  
Tier I: Age 55 or older and;  
20 years or more of credited service with the New York State Teachers' Retirement System  
  
Tier II, III or IV: Age 55 or older and;  
30 years or more of credited service with the New York State Teachers' Retirement System  
  
Tier II, III or IV: Age 62 or older and;  
20 years or more of credited service with the New York State Teachers' Retirement System
6. Only Tier I and Tier II bargaining unit members shall be provided the option of using the New York State Teachers' Retirement System enhancement (maximum of 2 years of service credit) in order to meet first year eligibility to retire with undiminished benefits. Tier I and Tier II bargaining unit members must notify the District, in writing, by February 1<sup>st</sup>, of their intent to utilize the New York State Teachers' Retirement System, to retire with undiminished benefits. If they choose not to utilize the enhancement, Tier I and Tier II bargaining unit members must work the requisite number of years of credited service with the New York State Teachers' Retirement System, as outlined above.
7. Unit members who fail to meet the requirements or deadlines outlined above will forfeit their right to receive the Early Retirement Incentive.
8. If all the above requirements are met, the bargaining unit member is entitled to fifty percent (50%) of his/her final year's salary, as designated on the Salary Agreement.
9. Bargaining unit members shall receive the Early Retirement Incentive payment by no later than August 15<sup>th</sup> immediately following retirement.
10. The District agrees to make a non-elective employer contribution in the amount of fifty (50%) percent of employee's final year's salary into a 403(b) plan designated by the employee, subject to the contribution limits as outlined in the Internal Revenue Code. This non-elective contribution (also known as a local retirement incentive) is available to all employees who meet the age and service requirements as defined in the amended provisions of Article XVI, Section A of the Collective Bargaining Agreement. The local retirement incentive will be available to members who submit an irrevocable letter of intent to retire before February 1<sup>st</sup> of each year. The retirement incentive will be remitted, by the District, by August 15<sup>th</sup> of the same calendar year.

**ARTICLE XVI - EARLY RETIREMENT INCENTIVE AND SICK AND PERSONAL  
LEAVE ALLOWANCE (cont'd)**

**A. EARLY RETIREMENT INCENTIVE (cont'd)**

11. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.
12. In the event that the employee participated in this retirement incentive contribution but such contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.
13. If any penalty or other assessment is charged against the District and/or the plan administrator, by the Internal Revenue Service (IRS), as a result of an improper contribution to any 403(b) account, the employee shall hold the District and/or the plan administrator harmless for such penalty or other assessment.

**B. SICK AND PERSONAL LEAVE ALLOWANCE**

1. Beginning with the 1996-97 school year those employees who retire from ESM and who have accrued a balance of sick/personal days will be eligible for extended individual dental coverage in retirement according to the following schedule.

75 days	one additional year of individual dental insurance at a cost equal to that paid by inservice teachers
125 days	two additional years of individual dental insurance at a cost equal to that paid by inservice teachers
175 days	three additional years of individual dental insurance at a cost equal to that paid by inservice teachers
200 days	five additional years of individual dental insurance at a cost equal to that paid by inservice teachers
225 days	seven additional years of individual dental insurance at a cost equal to that paid by inservice teachers
2. Bargaining unit employees may accumulate unused sick/disability leave days to a total not to exceed 220 days. However, for the purpose of determining an employee's eligibility for extended individual dental coverage in retirement, the district will record for each employee, the number of unused sick/disability leave days earned each year beyond the 220 day maximum. In the year of the employee's retirement from the East Syracuse-Minoa Central School District, if the employee has not accrued a minimum balance of 225 unused sick/disability leave days, the district will credit the employee with those unused sick/disability leave days earned and lost in previous years, beyond the 220 day maximum, for the purpose of determining the additional year(s) for which the employee is eligible for individual dental insurance coverage at a cost equal to that paid by in-service teachers.

**ARTICLE XVII**  
**LEAVE AND ABSENCE POLICY**

**A. PERSONAL ILLNESS/DISABILITY**

1. Ten (10) eleven (11) and twelve (12) month employees will be credited with 10, 11, and 12 sick/disability leave days respectively at the beginning of their work year.
2. Ten (10) eleven (11) and twelve(12) month employees commencing work after the start of their work year will be immediately credited with one (1) day of sick/disability leave for each remaining month of their work year.
3. The Superintendent or his/her designated representative may require a physician's certification of illness from any employee who claims sick/disability leave benefits and has been absent for three (3) consecutive days or has established a pattern of sick/disability leave abuse. The district may require a doctor's certification that an employee is capable of returning to work.
4. If a teacher does not use the full amount of sick/disability leave allowed in any school year, the amount of days not used will accumulate to a total not to exceed 220 days. It is agreed that this section will not be changed in the subsequent negotiations to this contract (successor agreement).
5. By October 15th of each year, each teacher will receive a written statement from the Business Office specifying the number of days of sick/disability leave used during the previous school year and the number of accumulated days of sick/disability leave accrued to his/her credit as of the last day of school of the preceding school year.

**B. PERSONAL ABSENCE**

1. Ten (10) eleven (11) and twelve (12) month employees will be credited with five (5) personal leave days at the beginning of their work year.
2. Ten (10) eleven (11) and twelve (12) month employees commencing work after the start of their work year will be immediately credited with one-half (1/2) day of personal leave for each remaining month of their work year to a maximum of five (5) days.
3. At the close of the school year, unused personal leave days will be added to any accumulated sick leave day total.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **B. PERSONAL ABSENCE (cont'd)**

4. Reasons for Personal Absence - Personal absence will be granted for cases of extreme emergency of a personal, legal or business nature when such occurrence is on a normal working day. Personal leave cannot be utilized immediately before and/or after a vacation period or holiday to extend scheduled school vacations and/or holidays. A reason need not be stated for the personal absence. However, the following reasons listed below shall serve as reasonable examples:
  - a) Closing on a house or arranging a mortgage
  - b) Appearance in court
  - c) Reading of a will or pertinent estate settlement
  - d) Graduation of yourself, your spouse, son or daughter from an approved institution of higher learning.
  - e) Death in the immediate family, a near relative, a close friend
  - f) Fire, flood, or similar emergency in the home
  - g) Enrollment of a son or daughter at an institution of higher learning
  - h) Birth/Adoption in the immediate family (i.e., travel, legal counsel, court appearance and other meetings associated with the process of adoption).
  - i) Wedding in the immediate family
  - j) Sickness or injury in the immediate family requiring bedside care or household attention
  - k) Religious Observance
  - l) Member of immediate family leaving for or returning from overseas military service.
5. If it becomes evident that an individual has violated the intent of this clause by applying an inappropriate reason to such an absence, the individual will be charged with an unauthorized absence for the day in question and the appropriate remuneration will be deducted.
6. In the event a teacher will have utilized his or her complete personal day allotment, due in part to days utilized for religious observance, the individual will be granted up to two (2) additional personal days upon request to the Superintendent or his/her designated representative.
7. In the event a teacher has used all personal days, the teacher may request the Superintendent's approval to convert sick days to personal days. A written request, including the reason for the conversion, must be provided. The number of such days granted is at the sole discretion of the Superintendent.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **C. JURY DUTY**

In the event a teacher is required to serve as a juror at a time when he/she would be normally performing duties as a district employee, said teacher will not lose any salary nor be assessed with any personal leave days. The basic stipend received for each day of jury duty (less any expense monies) will be given to the district.

### **D. CHILD REARING LEAVE**

In the case of a birth or adoption of a child, a teacher upon written request will be granted a leave of absence up to two years for child rearing purposes under the following conditions:

1. Requests will be submitted at any time between the commencement of the pregnancy and three (3) weeks after the birth or adoption of the child. At the expiration of the first year of said leave, the teacher must inform the Office of Human Resources no later than sixty (60) days prior to the end of said leave of the intent to return. Failure to so inform the district will have the same meaning as if the teacher had requested an extension of leave for an additional year. Sixty (60) days prior to the end of the second year of said leave, the teacher must inform the personnel office in writing of the intent to return. In the event that this condition is not met, the Union will endeavor to obtain a written statement from the teacher with respect to his/her intention to return. Should this not be successful the following procedure will be followed:
  - a. A leave response request will be sent to the teacher by certified return receipt mail between the 60<sup>th</sup> and 30<sup>th</sup> day prior to the leave expiration.
  - b. If the district thus proves that the teacher had prior knowledge of the request and refused to respond in writing prior to two weeks before the leave expiration, this will have the same meaning as if the teacher had resigned his/her position effective the last day of said leave.
2. Following such leave the teacher may return only at the beginning of the school year or the semester break.
3. In the event of the death or institutionalisation of the newly born or adopted child, the teacher, upon one month written notice, may return to work before the scheduled termination of the leave, but in no event during the last two months of the school year unless the teacher has taught the majority of the school year (at least six months).



## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **D. CHILD REARING LEAVE (cont'd)**

4. Other applicable conditions:
  - a. Child rearing leaves will be without pay.
  - b. All benefits to which a teacher was entitled at the time his/her leave of absence commenced including unused accumulated sick leave and previously accrued credits toward tenure and sabbatical leave eligibility will be restored to him/her upon his/her return and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
  - c. Additional benefits will not be accumulated during the period of the leave.
  - d. In the case of a non-tenured teacher; the time accrued during such leave will not be credited to the probationary period for the purpose of obtaining tenure.
  - e. Upon return from such leave, the teacher will be placed on the salary step he or she would have achieved in the year immediately following the commencement of the leave.
  - f. A teacher on a child rearing leave of absence may substitute in the East Syracuse-Minoa School District.

### **E. SICK LEAVE FOR PROLONGED ILLNESS**

Bargaining unit members may join the sick leave bank by donating one (1) day every two (2) years on the even year. New bargaining unit members will donate one (1) day in their first school year of employment (odd or even). In the event of a prolonged illness and having exhausted their accumulated sick leave days and personal days, these members may appeal to the Board of Directors of the Union for extra days of sick leave.

If the bank drops to below 100 days during the year, the Union will assess another sick day from each of the members of the bank. Bargaining unit members who do not donate a day will be ineligible to receive days from the sick bank and cannot join the bank until the next even year. Any bargaining unit member who decides to withdraw from the bank must do so in writing by September 1<sup>st</sup>. The ESMUT Board of Directors will have the power to waive a bi-annual donation if they deem it warranted.

#### **Procedure**

1. The member will obtain and complete a sick leave bank application and send it with a physician's recommendation, to the Union office. No action will be taken until the application and physician's recommendation have been received.
2. The Board of Directors will review the application and submit a response to the applicant.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **E. SICK LEAVE FOR PROLONGED ILLNESS (cont'd)**

3. The Union will present its findings to the Superintendent or his/her designated representative along with the application and physician's recommendation.
4. All members of the sick leave bank requesting use of sick leave bank days must serve a waiting period of twenty-five (25) consecutive days from the first day of absence due to the illness. Individuals will be limited to 185 lifetime days from the bank.
5. The Board of Education may also consider recommendations by the Superintendent to add sick leave days as it in its sole discretion deems reasonable and justifiable.
6. If the applicant does not use the total number of sick leave days that have been allotted, the remainder of days will be totalled and this total will be returned to the bank and maintained by the Union.
7. In the case of undue hardship, an individual may petition the Board of Education and Union for more days.
8. Upon retirement or resignation, bargaining unit members may choose to donate up to three (3) additional sick days to the sick bank.

### **F. PEACE CORPS AND EXCHANGE TEACHER LEAVES**

A leave of absence without pay of up to two (2) years will be granted to any teacher on tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board of Education during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

### **G. MILITARY LEAVE**

1. Temporary  
During the regular school year, teachers will be paid all salary and other benefits for any and all periods of absence to a maximum of 30 days while engaged in the performance of ordered temporary military duty and while going to and returning from such duty, as required by New York State Military Law. If possible, notice will be given the building principal at least two weeks in advance and will be transmitted to the Superintendent at the same time. Every effort will be made by such teachers affected by this paragraph to serve temporary active duty obligations during periods of time when school is not regularly in session.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **G. MILITARY LEAVE (cont'd)**

2. In the case of any extended leave brought about by military obligation, the employee affected will be subject to the New York Military Law and any other State or Federal statutes which may apply.

### **H. LEAVE OF ABSENCE WITHOUT PAY**

1. Any teacher may request, in writing, a leave without pay for reasons not previously provided for in this policy. Such requests must be directed to the Superintendent or his/her designated representative and will include the specific reasons for the leave.
2. The Board of Education will exercise its prerogative to determine such leaves and their decisions will be based upon the recommendations of the Superintendent.
3. Unpaid leaves of absences for reasons of family/personal illness will not exceed two (2) years in duration.
4. With respect to requests for an unpaid leave of absence for reasons of a personal nature, other than family/personal illness;
  - a. no more than three (3) bargaining unit employees shall be granted said unpaid leave of absence in a given school year. Additionally, bargaining unit employees are only eligible to be granted one (1) such leave of absence.
  - b. shall be granted on a first-come, first-served basis, for a duration of no more than one (1) school year, upon recommendation of the Superintendent and action of the Board of Education, contingent upon the District's ability to secure a qualified substitute(s) in the employee's absence.
  - c. The District shall not grant unpaid leaves of absence for reasons of accepting other employment outside the East Syracuse-Minoa Central School District.
5. The individual on any unpaid leave must make his/her intentions known regarding his/her return prior to the beginning of the next school year. Ninety (90) days prior to the end of said leave, the teacher must inform the Office of Human Resources in writing of the intent to return. In the event that this condition is not met, the Union will endeavor to obtain a written statement from the teacher with respect to his/her intention to return.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **H. LEAVE OF ABSENCE WITHOUT PAY (cont'd)**

- a) A leave response request will be sent to the teacher by certified return receipt mail between the 90th and 60th day prior to the leave expiration.
  - b) If the district thus proves that the teacher had prior knowledge of the request and refused to respond in writing prior to two weeks before the leave expiration, this will have the same meaning as if the teacher had resigned his/her position effective the last day of said leave.
- 6. Upon returning from such leave of absence, the employee will be entitled to any previously accrued benefits and will receive the appropriate experience level upon return that he/she would have received at the time immediately preceding the leave. If he/she taught for five (5) months or more during the school year in which the leave commenced, he/she will be placed on the next higher experience level for salary purposes only.
- 7. Those employees with nineteen (19) or more years of experience as of July 1, 2005, will receive a four (4%) percent increase in the previous year's salary, if he/she taught for five (5) months or more during the school year in which the leave commenced. If the employee worked less than five (5) months during the school year in which the leave commenced, said employee shall receive a two (2%) percent increase in the previous year's salary upon return from leave.
- 8. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward tenure and sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- 9. In the event a leave of absence without pay is granted for a prolonged illness or injury to a member of the immediate family, the teacher on such leave will have the right to return prior to the expiration of such leave upon one month written notice to the Superintendent or his/her designee, but not during the last two months of the school year unless the teacher has taught the majority of the school year (at least six months).

### **I. PUBLIC OFFICE**

The Board may grant a leave of absence without pay or increment to any teacher to serve in public office.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **J. ABSENCE DUE TO INJURY ON THE JOB**

Whenever a member of the East Syracuse-Minoa United Teachers bargaining unit is absent from school as a result of a personal injury caused by an accident (properly reported) in the course of his/her employment, he/she will be paid his/her regular salary (less any amount of any Workers' Compensation award for the temporary disability due to said injury) for the period of such absence, and that part not covered by Workers' Compensation will be charged to his/her annual or accumulated sick leave. If the personal injury is permanent in nature, any lump settlement for said injury will be paid directly to the employee. Permanent injury is defined by the Workers Compensation Board. Workers' Compensation is governed by New York State Workers' Compensation Law. New York State Workers' Compensation Law supersedes any contractual language on Workers' Compensation.

### **K. DEDUCTIONS FOR ABSENCE NOT COVERED BY LEAVE POLICY**

The Board of Education will deduct an amount equal to 1/200 of the annual ten-month salary for each day of such absence by a ten-month employee and likewise 1/220 of the annual salary for each eleven-month employee, 1/240 of the annual twelve-month salary in the case of a twelve-month employee.

### **L. NOTIFICATION**

1. Each teacher who expects to be absent from duty should notify the principal at least one hour prior to duty, so that time may be available for calling a substitute.
2. Teachers will not be required to call substitutes. Absentees should report before the end of the day preceding their return so that the substitute may be informed that his/her services will or will not be required for the next day.

### **M. SEVERE WEATHER**

When school is officially closed by the Superintendent due to severe weather and epidemics, teachers will not be required to be present. Likewise, teachers will not have said days deducted from their accumulated sick or personal leave allowance. A personal day will be assessed when school is in session and teachers do not attend due to inclement weather.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **N. SUMMER SABBATICAL**

#### **1. Purpose**

To improve the individual's professional value through formalized study to the East Syracuse-Minoa School District and to enrich the individual in his/her certified field of work.

#### **2. Eligibility**

- a) Certified in his/her field of work.
- b) At least seven years of service in this school district. Time spent on leaves of absence will not count toward eligibility.
- c) Applicants involved in University or Foundation Programs associated with the school district, excluding student teaching tuition vouchers, will be considered ineligible.

#### **3. Length of Leave**

- a) Up to eight (8) weeks during the summer recess (between June 30th and September 1st).
- b) Not to exceed three (3) summers in any seven year period.

#### **4. When and Where to Apply**

- a) Each application must be submitted in writing to the appropriate Building Principal no later than March 15th of each year.
- b) The Building Principal will make his/her recommendation to the Superintendent within ten (10) days of receipt of application and, if the leave is approved by the Superintendent, his/her recommendation will be made to the Board of Education. The Board of Education will make the final decision by May 15th.
- c) Application for summer sabbatical leaves will be submitted each year and each leave granted will be a separate leave.

#### **5. Remuneration**

Each successful applicant will receive 1/60 of his/her annual salary based on the preceding year (computed on a basis of 40 weeks) for each week of the particular sabbatical.

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **N. SUMMER SABBATICAL (cont'd)**

#### **6. Loan Agreement**

When a teacher fails to return to employment in the East Syracuse-Minoa School District after a summer sabbatical ( in September immediately following such leave), the recipient will pay back to the district the full amount paid to him/her during that leave (the most recent summer only).

#### **7. Number of Personnel on Leave**

A maximum of 4% of the teachers will be granted leave provided that such number of qualified applications are received.

#### **8. Report**

Upon returning in the fall, each recipient will submit, not later than October 15th, a report to the Superintendent on his/her summer sabbatical including:

- a) Value of courses taken to improve teaching
- b) Pertinent reactions to the summer sabbatical policy
- c) Other comments

#### **9. Early Leave or Late Return**

An early leave or late return will not be encouraged and will only be considered on individual need and the best interests of the school district.

- a) Any requests to be released early (before school is officially recessed for the summer) may be considered by the Superintendent, but deductions from regular salary at 1/200th for each day of absence will be made from the final salary check in June.
- b) Any requests to return late (after the opening of school in the fall) will be considered by the Superintendent, but deductions from the regular salary at 1/200th for each day of absence will be made from the second salary check in September and any subsequent salary check should this be necessary to satisfy the amount due.

#### **10. Sabbatical Review Committee**

In order to increase the efficacy of the Summer Sabbatical Program, it is agreed that a committee of teachers, appointed by ESMUT, will convene each year and collaborate with the Director of Instructional services:

## **ARTICLE XVII - LEAVE AND ABSENCE POLICY (cont'd)**

### **N. SUMMER SABBATICAL (cont'd)**

- a) to provide an orientation program for potential applicants
- b) to assist teachers in the preparation of applications if requested to do so by individual teachers
- c) to review all final proposals using a blind rating procedure approved by the District and ESMUT
- d) to provide a rating of the sabbaticals, based upon the blind rating procedure, to the Superintendent on or before April 1<sup>st</sup>.

### **O. FAMILY AND MEDICAL LEAVE ACT**

- 1. In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).
- 2. To be eligible for FMLA leave an employee must have worked for East Syracuse-Minoa Central School District for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave. Full-time teachers with one (1) school year of service are deemed eligible under this section.
- 3. Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the East Syracuse-Minoa Central School District office.
- 4. An employee granted FMLA leave will continue to be covered under East Syracuse-Minoa Central School District's group health plan and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).
- 5. When an employee requests FMLA leave, the District will look back to the preceding July 1; absences, if any, of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.
- 6. Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.



## **ARTICLE XVIII UNION RIGHTS**

### **A. USE OF SCHOOL FACILITIES**

1. The Union will be allowed to use school buildings for its meetings without cost. Such meetings will be scheduled so as not to conflict with previously scheduled school events. Such meetings and other such Union business will be conducted beyond the confines of the school day. Any room or rooms utilized by the Union for the aforementioned purposes will be properly cared for and left in reasonably acceptable condition.
2. The use of school equipment will be permitted as long as this does not interfere with the instructional program. It is understood that the Union will pay for all supplies in connection with the use of such equipment and will assume full and complete responsibility for the repair and/or replacement of any equipment damaged as the result of such use.
3. The Union may use the inter-school mail service and teacher mailboxes for communications.
4. There will be a faculty bulletin board in each faculty room which can be used by the Union.

### **B. NOTICE OF NON-CERTIFIED TEACHERS**

By October 1st of each school year, the Director of Personnel will mail to the Union President a list of non-certified teachers employed by the district.

### **C. PAYROLL DEDUCTIONS**

Payroll deductions will be available upon request of the teachers for the following purposes:

1. Union Dues
2. Credit Union
3. United Fund
4. Sheltered Annuity
5. Repayment of Retirement Loan
6. VOTE/COPE
7. FlexPlan
6. NYSUT Benefits

## **ARTICLE XVIII – UNION RIGHTS (cont'd)**

### **D. COPIES OF BOARD OF EDUCATION MINUTES**

One (1) copy of the minutes of Board of Education meetings will be sent to the President of the Union at the Union office.

### **E. COPIES OF AGREEMENT**

Copies of this Agreement will be printed at the joint expense of the Board of Education and the United Teachers and a copy given to each teacher.

### **F. PROFESSIONAL CONFERENCES**

The Board will allow Union officials and representatives eighteen (18) days for Union business without loss of salary, personal leave time or other employee benefits. Union officials can petition the Superintendent of Schools for additional days, if necessary.

### **G. BUILDING UNION AND BUILDING PRINCIPAL LIAISON**

It is important that each building principal and a committee chosen by the chapter chairperson meet at least once per month at a mutually convenient time to discuss local school problems.

The Liaison Committee shall be responsible for investigating solutions to school-based problems. The agenda will be set by both the Union chair and the building principal, and will be shared with one another prior to the meeting.

### **H. TIME AT FACULTY MEETINGS**

The chapter chairperson of the building, upon prior request, will be provided with time at the end of the building faculty meetings in order to report on the matters involving representation of the teachers by the Union.

### **I. ORIENTATION**

The Union will be given an opportunity to schedule a meeting with all new teachers during the orientation program at the start of the school year. No other activity for new members will be scheduled during this period.

### **J. CONSULTATION ON MAKING UP LOST TIME**

The establishing of dates for making up teaching time lost by reason of school closings will be considered a matter of vital mutual concern and will be the subject of consultation between the President of the Union and the Superintendent prior to a final decision being made by the Board of Education.

## **ARTICLE XVIII – UNION RIGHTS (cont'd)**

### **K. SCHOOL CALENDAR**

The Union will have the opportunity to participate in the formulation of the school calendar through the Educational Program Communications Committee.

### **L. NEGOTIATIONS INFORMATION**

The Superintendent or his/her designee will provide the Union with all information necessary to the negotiation process which the district is required to furnish by law. This information will be mailed to the home of the Union President no later than December 15th of each year unless said information is not available at that time. Such information, by the way of example, includes but is not limited to the following items:

1. A copy of the independent audit for the preceding fiscal year.
2. A copy of the annual financial report ST-3 for the preceding fiscal year
3. A copy of the final adopted budget SBM-1 report for the current fiscal year.
4. A list of all members of the Unit hired for the current school year with their salary and step placement.
5. Copies of State Aid Forms expressly requested.
6. Budget status and treasurer's reports.
7. Latest available group census data for insurance purposes.
8. Cost of health insurance for the Unit and number of sick leave and personal leave days taken.
9. Costs of substitute teachers.
10. A copy of the current encumbrance spreadsheet.

### **M. NO STRIKE CLAUSE**

The Union agrees and affirms that it does not have the right to strike against the District, to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in such strike.

## **ARTICLE XVIII – UNION RIGHTS (cont'd)**

### **N. TENURE PANEL**

The Board will allow release time for anyone asked to serve on a tenure panel without loss of salary, personal leave or other benefits. The basic stipend received for each day of service (less any expense monies) will be given to the district. Any other monies may be kept by the individual.

### **O. NOTICE OF STAFF ON LEAVE**

By June 15th of each school year, the Superintendent will mail to the Union President a list of all staff:

1. who are currently on leave
2. who will be on leave for the following school year
3. who are being terminated
4. who are retiring or resigning

Such list will contain name, building and position and will be for informational purposes only.

### **P. TELEPHONE OUTLET FOR PRESIDENT**

The district will provide the President of ESMUT or his/her designee a telephone extension in the Union Office for interschool and local phone calls.

### **Q. AGENCY FEE**

1. Effective September 1, 1988, the District will deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which will be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and will be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities for causes of a political nature only incidentally related to terms and conditions of employment.
2. In agreeing to withhold an agency fee from an individual who does not voluntarily become a dues-paying member of the ESMUT, the Association agrees to hold the District harmless against any and all claims that may arise out of any action taken for the purpose of complying with this provision.

## **ARTICLE XVIII – UNION RIGHTS (cont'd)**

### **R. PROFESSIONAL TIME**

The Union President will be granted fifty percent (50%) of his/her work time for Union business. The Union President will not be assigned any supervisory duties; and his/her planning time will be prorated in accordance with the released time in this section. The Union will pay \$3,400 for the Union President's release time.

## **ARTICLE XIX SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement will be found contrary to law, then such provision or application will not be deemed valid except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

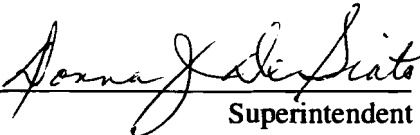
## **ARTICLE XX CONCLUSION**

The provisions of this Agreement will be effective July 1, 2009 and will remain in full force and effect until June 30, 2012.

**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, WILL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."**

In witness whereof, the parties have hereunder set their hands and seals this  
5<sup>th</sup> day of November 2009

**EAST SYRACUSE-MINOA CENTRAL SCHOOLS**

  
\_\_\_\_\_  
Superintendent

**EAST SYRACUSE-MINOA UNITED TEACHERS**

  
\_\_\_\_\_  
President

## **APPENDIX A**

### **#3023 Liability of a board of education, trustee, trustees or board of cooperative educational services**

Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty of this chapter, to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school volunteer program, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suits or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment or authorized volunteer duties and/or under the direction of said board of education, trustee, trustees, or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustees or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees, or board of cooperative educational services.

### **#3028 Liability of school district for cost and attorney's fees of action against, or prosecutions of, teachers, members of supervisory and administrative staff or employees, and school volunteers.**

Notwithstanding any inconsistent provision of any general, special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defence of a teacher, member of a supervisory or administrative staff or employee, or authorized participant in a school volunteer program in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment or authorized volunteer duties. For such purposes the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee or authorized participant in a school volunteer program shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.

